

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617
Attorney Named
in Mortgages

vs.

RICHARD ARTHUR SCHMIDT
P. O. Box 655
Severna Park, MD 21146
Mortgagor

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Civil No. 86-00527

Civil Fees \$70.00
1/6/86
Re 93290

* * * * *

ORDER TO DOCKET SUIT

Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the following mortgages from Richard Arthur Schmidt to The Centreville National Bank of Maryland: (1) dated August 2, 1976, and recorded among the land records of Queen Anne's County, Maryland in Liber C.W.C. No. 108, folio 59, and (2) dated November 8, 1979, and recorded among the land records of Queen Anne's County, Maryland in Liber M.W.M. No. 157, folio 118, in which mortgages the said David C. Bryan is specifically authorized to exercise the power of sale therein contained; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgages, and you will file in said suit the original mortgages as well as the accompanying military affidavit and statement of indebtedness.

David C. Bryan
David C. Bryan
111 Lawyers Row
Centreville, Maryland 21617
Telephone: (301) 758-1643

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of January, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney Named In Mortgages, and made oath in due form of law that Richard Arthur Schmidt, the mortgagor(s)

1986 JAN -6 PM 3:31
QUEEN ANNE'S COUNTY

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referred to in the foregoing Order to Docket Suit, is not now, nor have either of them been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagor(s).

James S. Potter

Notary Public

My Commission Expires: 7/1/86



DOCUMENT NO. 84871
RECEIVED FOR RECORD
& RECORDED IN LIBER 108
FOLIO 59

19 PAGE 3

1976 AUG -4 PM 2:46

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

AUG -4-76 * 2 411 *****3.00

AUG -4-76 * 2 411 *****3.00

THIS PURCHASE MONEY MORTGAGE, made this 2ND day of August, 1976, by and between RICHARD ARTHUR SCHMIDT of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagor," and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee;"

WHEREAS, the said Mortgagor is justly indebted unto the Mortgagee in the full and just sum of Twenty-Seven Thousand Dollars (\$27,000.00) for money this day lent and advanced to the Mortgagor for all of the purchase price of the hereinafter described real estate, as represented by a promissory note for the said sum of Twenty-Seven Thousand Dollars (\$27,000.00) bearing even date herewith, in which JOHN M. ASHLEY, JR., joined as guarantor, said note being payable at the banking house of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of ten per centum (10%) per annum, in one hundred eighty (180) equal, consecutive, monthly installments in the sum of Two Hundred Ninety Dollars and Fifteen Cents (\$290.15) each, due one (1) month from the date of said note, and monthly thereafter, said payments comprising both principal and interest; notwithstanding the aforesaid monthly payments, the entire principal balance shall mature at the expiration of three (3) months from the date of the execution of said note or at any time thereafter upon the demand of the Mortgagee; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan of Twenty-Seven Thousand Dollars (\$27,000.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this Mortgage.

NOW, THEREFORE, THIS PURCHASE MONEY MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Richard Arthur Schmidt does hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that tract or parcel of land, a part of the land known as "Mallard Point" a subdivision of Pioneer Point Farm and described as Lot 10, Block J on the plat of said subdivision by J.B. Metcalfe entitled "Mallard Point" dated June 3, 1955 and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 22, folio 149 and in Large Plat Book Liber T.S.P. No. 1, folio 31.

BEING all of the same land and premises granted and conveyed unto the said Richard Arthur Schmidt by John M. Ashley, Jr., and The Centreville National Bank of Maryland, by deed bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County immediately preceding the recording of this Mortgage.

To induce the making of this loan the undersigned John M. Ashley, Jr., for himself, his personal representatives and assigns, joins herein to unconditionally guarantee the prompt payment of all sums due hereunder in excess of Seventeen Thousand Dollars (\$17,000.00) and the said John M. Ashley, Jr., does further waive all notices of acceptance of this guarantee, acceleration of the maturity of the indebtedness, presentment, demand, protest and notice of dishonor, and foreclosure.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or David C. Bryan

his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of, all expenses incident to such sale, including a counsel fee of \$100.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Richard A. Schmitt
.....
John M. Ashley, Jr.
.....

Richard A. Schmitt (SEAL)
Richard Arthur Schmitt
..... (SEAL)
John M. Ashley, Jr. (SEAL)
John M. Ashley, Jr.
..... (SEAL)

STATE OF MARYLAND }
COUNTY OF QUEEN ANNE'S } To Wit:

On this the 2 day of August, 19 76, before me, *Richard A. Schmitt*
RICHARD ARTHUR SCHMIDT, the undersigned officer, personally appeared
and JOHN M. ASHLEY, JR. Guarantor
known to me to be the person (s) whose name (s) is/are
subscribed to the within instrument and acknowledged that they executed the same for the purposes therein
contained; and at the same time appeared JAMES O. PIPPIN, JR., the President of
the party secured by the foregoing mortgage,

and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; that the party secured hereby has been paid over and disbursed by the party secured hereby into the within named Mortgagee or the person responsible for the disbursement of funds in the closing transaction or their respective Agent at a time when the final and complete execution of this Mortgage (and he further made oath that he is the Agent) of the party secured by the foregoing mortgage and as such is duly authorized to make this Affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Richard A. Schmitt
.....
Notary Public
My Commission Expires: July 1, 1978

*More than the name of the officer who takes the acknowledgment.

DOCUMENT NO. 100,251

LIB. 157 PAGE 118

THIS SECOND MORTGAGE, made this 8th day of November, 1979, by and between RICHARD ARTHUR SCHMIDT of Queen Anne's County, State of Maryland, Mortgagor, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, Mortgagee;

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of Thirteen Thousand Dollars (\$13,000.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due November 8, 1989; and

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage.

NOW, THEREFORE, THIS SECOND MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Mortgagor hereby grants and conveys unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that tract or parcel of land, a part of the land known as "Mallard Point" a subdivision of Pioneer Point Farm and described as Lot 10, Block J on the plat of said subdivision by J.B. Metcalfe entitled "Mallard Point" dated June 3, 1955, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 22, folio 149, and in Large Plat Book Liber T.S.P. No. 1, folio 31.

BEING all of the same land and premises granted and conveyed unto the said Richard Arthur Schmidt by John M. Ashley, Jr., and The Centreville National Bank of Maryland, by deed dated August 2, 1976, and recorded among the land records in Liber C.W.C. No. 108, folio 57.

TOGETHER WITH AND SUBJECT TO the rights-of-way mentioned in said deed.

SUBJECT, NEVERTHELESS, to the legal operation, lien and effect of a first mortgage on the herein deccribed premises from the Mortgagor to The Centreville National Bank of Maryland dated August 2, 1976, and recorded among said land records in Liber C.W.C. No. 108, folio 59, securing an advance of \$27,000.00.

CLEAR

1979 NOV -8 PM 1:30

QUEEN ANNE'S COUNTY

NOV -8-79 * 25229 *****50 07
NOV -8-79 A 25229 *****02 90
NOV -8-79 A 25228 *****17 00

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars (\$250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

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\$27,000.00

Centreville, Maryland

AUGUST 2, 1976

FOR VALUE RECEIVED, the undersigned promises to pay to the Order of The Centreville National Bank of Maryland the sum of Twenty-Seven Thousand Dollars (\$27,000.00).

Negotiable and payable at the Banking House in one hundred eighty (180) equal, consecutive, monthly installments of Two Hundred Ninety Dollars and Fifteen Cents (\$290.15) each, beginning on the 2ND day of SEPTEMBER, 1976, including interest to date of payment of each installment at the rate of ten per centum (10%) per annum on the full amount of balance of note; notwithstanding the aforesaid monthly payments, the entire principal balance shall mature at the expiration of three (3) months from the date of the execution of this note or at any time thereafter upon the demand of the holder.

Upon non-payment of any installment of principal or interest, all remaining installments shall immediately become due and payable, at the option of the holder. The maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker or makers, with or without notice, agree to pay 10% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof, with interest and costs, with all exemptions waived. Also, makers hereby further agree that in the event that makers shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of 15 days, makers promise to pay a "late charge" of five cents (5¢) for each dollar so overdue, or two dollars (\$2.00), whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

To induce the making of this loan the undersigned John M. Ashley, Jr., for himself, his personal representatives and assigns, joins herein to unconditionally guarantee the prompt payment of all sums due hereunder in excess of Seventeen Thousand Dollars (\$17,000.00) and the said John M. Ashley, Jr., does further waive all notices of acceptance of this guarantee, acceleration of the maturity of the indebtedness, presentment, demand, protest and notice of dishonor.

TEST:

[Signature]

Richard A. Schmidt (SEAL)
Richard Arthur Schmidt

[Signature]

John M. Ashley, Jr. (SEAL)
Guarantor

m-566

WH-19 11
HS

088021-41

\$13,000.00

Centreville, Maryland

Howard S

, 1979

For value received, the undersigned promises to pay to the order of The Centreville National Bank of Maryland the sum of Thirteen Thousand Dollars (\$13,000.00).

Negotiable and payable at the Banking House, Centreville, Maryland, in one hundred twenty (120) equal, consecutive, monthly installments of One Hundred Ninety-four Dollars and Ten Cents (\$194.10) each, beginning on the 8th day of *December*, 1979, including interest to date of payment of each installment at the rate of thirteen per centum (13%) per annum on the full amount of balance of note; notwithstanding the aforesaid monthly payments, the entire principal balance shall mature at the expiration of three (3) months from the date of the execution of this note or at any time thereafter upon the demand of the holder. 9.71

Upon non-payment of any installment of principal or interest, all remaining installments shall immediately become due and payable, at the option of the holder. The maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker, or makers, with or without notice, agree to pay 15% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof, with interest and costs, with all exemptions waived. Also makers hereby further agree that in the event that makers shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of 15 days, makers promise to pay a "late charge" of five cents (\$.05) for each dollar so overdue, or two dollars (\$2.00), whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

TEST:

John P. [Signature]

Richard A. Schmidt
Richard Arthur Schmidt (SEAL)

SECURED BY SECOND REAL ESTATE MORTGAGE

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Back
11-9-79

DAVID C. BRYAN * IN THE CIRCUIT COURT
 Attorney Named * FOR QUEEN ANNE'S COUNTY
 in Mortgages *
 vs. * Civil No. 86-00527
 RICHARD ARTHUR SCHMIDT *
 Mortgagor *

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

1. Balance due on principal of note dated August 2, 1976, in the gross amount of \$27,000.00 by Richard Arthur Schmidt to The Centreville National Bank of Maryland:

	\$17,042.17
With earned interest through 12-13-85	1,463.87
Late Charges	72.50
Total	\$18,578.54

Per diem interest rate: \$4.67

2. Balance due on principal of note dated November 8, 1979, in the gross amount of \$13,000.00 by Richard Arthur Schmidt to The Centreville National Bank of Maryland:

	\$ 8,250.34
With earned interest through 12-13-85	907.98
Late Charges	48.50
Total	\$ 9,206.82

Per diem interest rate: \$2.94

STATE OF MARYLAND)
) To wit:
 QUEEN ANNE'S COUNTY)

This is to certify that on this 6th day of January, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David

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C. Bryan, Attorney Named In Mortgages, and made oath in due form of law that the foregoing Statement of Mortgage Indebtedness due by Richard Arthur Schmidt under the above described mortgage notes is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

James S. Potter

Notary Public

My Commission Expires: 7/1/86



CV 527

19 JAN 15

STATE OF MARYLAND)
) TO WIT:
QUEEN ANNE'S COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan of Queen Anne's County, State of Maryland, and the Selected Risk Insurance Co., a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Thousand Dollars (\$25,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 29 day of January, 1986;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgages from Richard Arthur Schmidt to The Centreville National Bank of Maryland (1) dated August 2, 1976 and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 108, folio 59, and (2) dated November 8, 1979 and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber M.W.M. No. 157, folio 118, in which the principal is specifically authorized to exercise the power of sale therein contained, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded David C. Bryan, Attorney Named In Mortgages, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

RECORDED
CLERK OF THE COURT
1986 JAN 30 AM 10:25
QUEEN ANNE'S COUNTY

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED.

*Bond with security approved
filed: Jan. 30, 1986*

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF

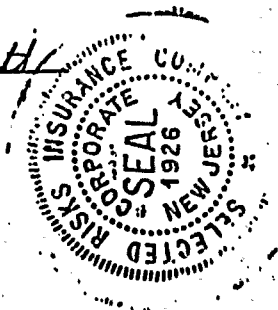
James S. Peter

David C. Bryan (SEAL)
David C. Bryan, Attorney
Named In Mortgages

ATTEST:

Robert M. Toppin

By: Judith M. Bonatti
Attorney in Fact



19 17

CHANGE OF NAME ENDORSEMENT

(Place This With Your Bond)

**INSURANCE
Selective**

The name of Selected Risks Insurance Company has been changed to Selective Insurance Company of America. This is a change of name only and does not affect the liability and obligations of the Companies under the terms and conditions of their bonds. If the name Selected Risks Insurance Company appears, the name Selective Insurance Company of America is substituted in its stead.

Shirley D. Lavel

Corporate Secretary

B-32 (11/85)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 4, folio 43, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County; this 7th day of February, 1986.

Marguerite W. Mankin
Marguerite W Mankin, Clerk of the Circuit Court for Queen Anne's County.

LIBER 4 PAGE 45

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Record-Observer, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than ten (10) days before the date of sale, by registered mail to the mortgagor, at his last known address, notice of the time, place and terms of sale, the said David C. Bryan did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 A.M., Eastern Time, on February 13, 1986, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot or parcel land, together with the improvements thereon, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage and Advertisement of Sale unto

Peter H. Turkopuls and Astrida P. Turkopuls, being then and there the highest bidder(s) therefor, at and for the sum of Thirty-four Thousand Dollars (\$ 34,000.00).

The Purchaser's Affidavit, required by the Maryland Rules, Certificate of the Auctioneer and Certificate of the Advertisement of Sale are attached hereto.

This report states the amount of sale to be Thirty-four Thousand Dollars (\$34,000.00).

Respectfully submitted,

David C. Bryan
David C. Bryan
Attorney Named In Mortgages

STATE OF MARYLAND)
) TO WIT:
QUEEN ANNE'S COUNTY)

I hereby certify, that on this 13th day of February, 1986, before me, the subscriber, personally appeared David C. Bryan, Attorney Named In Mortgages, in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on January 6, 1986, and that the status of the party mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

James S. Potter
Notary Public
My Commission Expires: 7/1/86

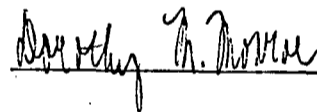


Centreville, Md. 2/12 19 86

We Hereby CertifyThat the annexed advertisement of
Attorney's salewas published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before the 13th day of Feb. 1986.And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 22nd day of Jan.1986, and the last insertion on the 12th day of Feb.19 86.

Publishers, Record Observer

Per

**Attorney's Sale****OF VALUABLE FEE SIMPLE REAL ESTATE**

Under and by virtue of the power of sale contained in the mortgages from Richard Arthur Schmidt to The Centreville National Bank of Maryland (1) dated August 2, 1976, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 103, folio 59, and (2) dated November 8, 1979, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 157, folio 118; default having occurred in the terms of said mortgages, the undersigned attorney, being specifically authorized to exercise the power of sale therein contained, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 10:00 o'clock A.M., Eastern Time, on

Thurs., Feb. 13, 1986

the following described real estate, to wit:

ALL that lot or parcel of land situates, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being more particularly known and designated as Lot 10, Block J on the plat of the subdivision known as "Mallard Point", made by J.B. Metcalfe, dated June 3, 1955 and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 22, folio 149, and in Plat Book Liber T.S.P. No. 1, folio 31.

BEING the same property conveyed by John M. Ashley, Jr., et al., to Richard Arthur Schmidt, by a deed dated August 2, 1976 and recorded among said land records in Liber C.W.C. No. 103, folio 57.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

IMPROVEMENTS: A 44' x 24', asphalt-shingled rancher consisting of three (3) bedrooms, kitchen and living room with fireplace, one (1) bath, utility room, Hot-Water, Baseboard heat, open porch, tile and hardwood floors, and one (1) 10 x 10 metal utility shed.

TERMS OF SALE: The purchaser(s) shall be required to pay ten percent (10%) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at ten percent (10%) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule DR6b3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the terms of sale shall be made within the times herein set forth, or the deposit shall be forfeited and the property resold at the risk and expense of the defaulting purchaser(s).

All improvements are sold in an "as is" condition.

DAVID C. BRYAN
Attorney Named in Mortgage
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-753-1643

Joseph A. Jackson, Jr.
Auctioneer

RB-1-22-41-024

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN, Attorney named in

Mortgages

vs.

RICHARD ARTHUR SCHMIDT

Civil No. 86-00527

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 14th day of February, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: February 14, 1986

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Centreville, Md. 3/5 19 86

We Hereby Certify

That the annexed advertisement of
Civil No. 86-00527

was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 14th day of March 19 86.

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
19th day of Feb.
19 86, and the last insertion on the
5th day of March
19 86.

Publishers, Record Observer

Per *Marguerite W. Mankin*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
DAVID C. BRYAN, Attorney named in Mortgages
vs.
RICHARD ARTHUR SCHMIDT
Civil No. 86-00527

NOTICE is hereby given this 14th day of February,
1986, that the sale of the real property made and
reported in this action will be ratified after the expi-
ration of one month from the date hereof, unless
cause to the contrary be previously shown, provid-
ed a copy of this order shall be published in a
newspaper published in Queen Anne's County at
least once a week in each of three successive
weeks before the expiration of one month from the
date hereof.

Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk
Filed February 14, 1986
RB-2-19 31 046

1986 MAR 13 11 9:41
QUEEN ANNE'S COUNTY

DAVID C. BRYAN
Attorney named in Mortgage

vs.

RICHARD ARTHUR SCHMIDT
P.O. Box 655
Severna Park, MD 21146

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY, MARYLAND
*
* CIVIL ACTION NO. 85-00527
*

MOTION TO INTERVENE AND STATEMENT OF CLAIM

Comes now the Movant John S. Chanaud, by and through his attorney, James E. Thompson, Jr. and Thompson & Thompson, and respectfully represents to this Honorable Court.

1. That there is due and owing by the defendant in accordance with the statement of account attached hereto as Exhibit A the sum of \$9,045.18.

2. That the total amount due and owing as of May 9, 1986, is \$9,045.18, plus per diem interest of \$2.61 pursuant to the mortgage attached hereto as Exhibit B; and

3. That John S. Chanaud is the third mortgagee of the subject property and is entitled to first priority after the plaintiff in repayment of the loan.

4. That the Movants have an interest in the subject of these proceedings and are so situate that the disposition of the action will affect their rights so as to allow intervention, all as provided for by Maryland Rule 2-214.

5. That intervention by the Movants as plaintiffs will not unduly delay or prejudice the adjudication of the rights of the original parties.

John S. Chanaud

John S. Chanaud

THOMPSON & THOMPSON
BY *James E. Thompson, Jr.*
James E. Thompson, Jr.
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877
Attorney for John S. Chanaud

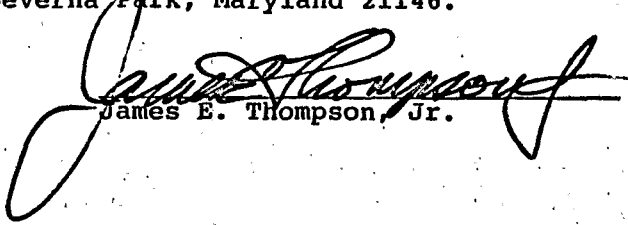
THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758 0877

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY -9 PM 2:35
QUEEN ANNE'S COUNTY

19 25

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 9th day of May, 1986, a copy of the foregoing Motion to Intervene and Statement of Claim was mailed, postage prepaid, to David C. Bryan, 113 Lawyers Row, Centreville, Maryland 21617, and Richard Arthur Schmidt, P.O. Box 655, Severna Park, Maryland 21146.


James E. Thompson, Jr.

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TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, flood, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee; any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagee, and subject to the consent of the Mortgagor, sums received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any liens, taxes, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent to the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney after such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars (\$250.00) for conducting the proceeding, if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

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3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns,

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signature and seals of the Mortgagors:

WITNESS:

Laura D. Kessinger Richard Arthur Schmidt (SEAL)
RICHARD ARTHUR SCHMIDT

CLERK OF THE COURT (SEAL)

DEC 21 PM 3-31 (SEAL)

QUEEN ANNE'S COUNTY (SEAL)

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

DEC 21-81 * 29480 *****61 00
DEC 21-81 A #29480 *****41 00
DEC 21-81 A #29479 *****17 00

On this this 19th day of December, 1981, before me, the undersigned Officer, personally appeared Richard Arthur Schmidt

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared

James W. Yates, Esquire

and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the final and complete execution of this mortgage, and he further made oath that he is the Agent of the party secured by the foregoing mortgage and as such is duly authorized to make this Affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Laura D. Kessinger
Notary Public

My Commission Expires: 7/1/82.

MWM

FOR ASSIGNMENT SEE LIBER 217 PAGE 459



19 35

DAVID C. BRYAN
Attorney named in Mortgage
vs.

RICHARD ARTHUR SCHMIDT
P.O. Box 655
Severna Park, MD 21146

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY, MARYLAND
*
* CIVIL ACTION NO. 85-00527
*
*

ORDER GRANTING INTERVENTION

Upon receipt of the foregoing Motion to Intervene and Statement of Claim and exhibits, it is this 14th day of May, 1986, Ordered and Decreed by the Circuit Court for Queen Anne's County.

1. That John S. Chanaud be allowed to intervene in these proceedings as a ~~first and second~~ third mortgagee.

2. That the auditor allow such surplus as remains after the payment of costs, expenses and the claim of the first ~~and second~~ mortgagee towards the repayment of the claim of John S. Chanaud up to the principal amount of \$9,045.18 and a per diem interest rate of \$2.61 after May 9, 1986, all subject to such exceptions as may be filed to the auditor's account.

Clayton D. Barber

J U D G E

RECEIVED
CLERK OF COURT
1986 MAY 14 PM 1:52
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758 0877

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN

v.

RICHARD ARTHUR SCHMIDT

Civil #86-00527

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE

Sale Price, as reported	\$ 34,000.00	
Interest on \$ 30,600.00 @ 10%		
from 02/13/86 to 05/02/86		
78 days @ \$8.384 per day,		
as collected	662.30	
Real property taxes \$ 466.53		
from 05/02/86 to 06/30/86		
as collected	<u>70.50</u>	

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION \$ 34,732.80

COMMISSIONS, to Fiduciary \$ 1,850.00-

ATTORNEY FEE, per MORTGAGE 100.00-

EXPENSES OF SALE

Court costs	\$ 215.50-	
Advertising		
Notices of sale	350.24-	
Report of sale	71.64-	
Bond premium	100.00-	
Auctioneer's fee	85.00-	
Property taxes		
incl. delinquent charges	466.53-	
Certified mail	<u>4.69-</u>	1,293.60-

AUDITOR'S FEE AND COSTS

Fee for audit	\$ 65.00-	
Postage & copies	<u>1.56-</u>	<u>66.56-</u>
		<u>3,310.16-</u>

NET AMOUNT AVAILABLE FOR DISTRIBUTION \$ 31,422.64

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY 28 PM 3:56
QUEEN ANNE'S COUNTY

19 76 37

AUDITOR'S ACCOUNT

Civil #86-00527

Page 2

INDEBTEDNESS DUE UNDER MORTGAGE

Per Statement of Debt

Principal	\$ 17,042.17-	
Interest to 12/13/85	1,463.87-	
Late charges	72.50-	
Interest on principal @ 10%		
12/13/85 to 04/14/86		
122 days @ \$4.669	<u>569.62-</u>	\$ 19,148.16-

AVAILABLE FOR DISTRIBUTION, as above

31,422.64

SURPLUS to be distributed as follows,
per claims filed

12,274.48

Centreville National Bank (second mortgage)

Principal	\$ 8,250.34-	
Interest to 12/13/85	907.98-	
Late charges	48.50-	
Interest 12/13/85 to 05/15/86		
153 days @ \$2.9385	<u>456.48-</u>	<u>9,663.30-*</u>
Payable under second mortgage		

John S. Chanaud (third mortgage)

\$ 2,611.18 *

Note A: The amount due under the second mortgage is to be increased at the rate of \$2.9385 per day for each day between 05/15/86 and the date of actual payment. The amount payable under the third mortgage will be reduced accordingly.

NOTICE

The attached Account was filed on May 28, 1986. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified. The amount allowed to each claimant is stated in the attached Account.

CERTIFICATE OF AUDITOR


I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #86-00527. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on May 28, 1986:

David C. Bryan, Esquire
111 Lawyers Row
Post Office Box 418
Centreville, Maryland 21617

Richard Arthur Schmidt
Post Office Box 655
Severna Park, Maryland 21146

James E. Thompson, Jr., Esquire
118 North Commerce Street
Post Office Box 356
Centreville, Maryland 21617



John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN	:	
	:	
v.	:	Civil #86-00527
RICHARD ARTHUR SCHMIDT	:	
	:	
:	:	:
:	:	:

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 10th day of June, 1986,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

RECEIVED
CLERK, CIRCUIT COURT
1986 JUN 10 AM 10: 52
QUEEN ANNE'S COUNTY

Clayton Carter
JUDGE

19 49

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

SHEILA F. BLUM and *
CRISTINA HARDING *

Substitute Trustees for *

BRENDA L. FISHER and *
LESLIE M. RONZITTI *

Trustees *

vs. * Case No.

MAX J. WASSERMAN, JR. and *
ELIZABETH L. WASSERMAN *

Mortgagors *

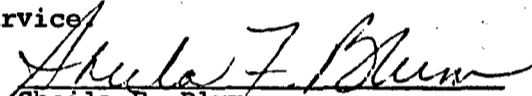
CIVIL 3368
CIV FEES 70.00
SUBTOTAL 85.00
TOTAL 85.00
CHECK/NO 84.50
CASH .50
6933760 C001 R01 T15:45
06/24/85

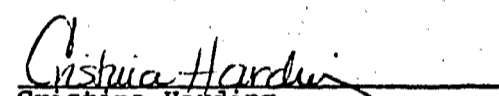
85-00336

LINE

MR. CLERK:

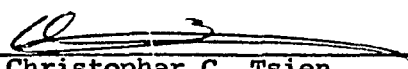
Please docket this suit as above-entitled and file the
Deed of Trust, Deed of Trust Note, Affidavit of Indebtedness,
and Affidavit of Non-Military Service

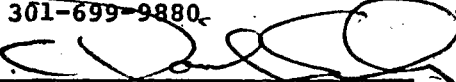

Sheila F. Blum
Substitute Trustee


Cristina Harding
Substitute Trustee

Respectfully submitted,

GOLDSTEIN & BARON, CHARTERED

By: 
Christopher C. Tsien
4321 Hartwick Rd. #300
College Park, Md. 20740
301-699-9880

By: 
C. Daniel Saunders
Co-Counsel

1985 JUN 24 PM 3:45
QUEEN ANNE'S COUNTY

10 - 11

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

SHEILA F. BLUM and *
CRISTINA HARDING *

Substitute Trustees for *

BRENDA L. FISHER and *
LESLIE M. RONZITTI *

Trustees *

Case No. 85-00336

vs *

MAX J. WASSERMAN, JR. and *
ELIZABETH L. WASSERMAN *

Mortgagors *

AFFIDAVIT OF INDEBTEDNESS

STATE OF ~~MARYLAND~~ KANSAS)
COUNTY OF JOHNSON) SS:

John R Coleman, being first duly sworn, deposes
and says as follows:

That Max J. Wasserman, Jr. and Elizabeth L. Wasserman as
tenants by the entirety, are the record owners of the property
being sold herein.

That John R Coleman is the duly authorized
representative of Commercial Credit Mortgage Company, the holder
of the Deed of Trust Note from Max J. Wasserman Jr. and
Elizabeth L. Wasserman as tenants by the entirety dated October
8, 1982, and recorded among the Land Records of Queen Anne's
County, Maryland, in Liber 189 and Folio 440, and

1985 JUN 24 PM 3:45
QUEEN ANNE'S COUNTY

19 12

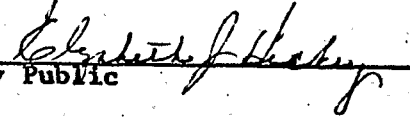
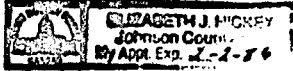
That said Deed of Trust Note presently has a balance due of \$104,549.07 plus interest from June 1, 1984 and late charges and advances.

COMMERCIAL CREDIT MORTGAGE COMPANY



John R. Coleman, Vice President

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 15th day of May, 1985.


Notary Public

My Commission Expires:

Feb. 2, 1986

19 43

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

SHEILA F. BLUM and
CRISTINA HARDING

Substitute Trustees for

BRENDA L. FISHER and
LESLIE M. RONZITTI

Trustees

vs.

MAX J. WASSERMAN, JR. and
ELIZABETH L. WASSERMAN

Mortgagors

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Case No. 85-00336

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF ~~MARICOPA~~ KANSAS

COUNTY OF JOHNSON

*
*
*

SS:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John R Coleman and made oath in due form of law that to his/~~her~~ best information, knowledge and belief:

- 1. Said Defendants are not in the military service of the United States;
- 2. Said Defendants are not in the military service of any nation allied with the United States;
- 3. Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended;

1985 JUN 24 PM 3:45
QUEEN ANNE'S COUNTY

19 44

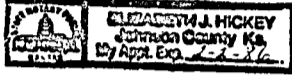
4. Said Defendants are not members of the enlisted Reserve Corps and have not been ordered to report for military service.

COMMERCIAL CREDIT MORTGAGE COMPANY

[Signature]

John R Coleman Vice President

SUBSCRIBED AND SWORN to before me this 15th day of May, 1985.




[Signature]
Notary Public

My Commission Expires:

Feb 2, 1986

3 PAGE 714 19 JAN 45


The Ohio Casualty Insurance Company

HAMILTON, OHIO BOND NO. 2-508-606-(7)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

SHEILA F. BLUM &
CRISTINA HARDING, Substitute Trustees
 Plaintiff
 vs.
MAX J. WASSERMAN, JR. &
ELIZABETH L. WASSERMAN, his wife
 Defendant

Civil / Case No. 336

FORECLOSURE BOND

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

KNOW ALL MEN BY THESE PRESENTS:
 That we, Sheila F. Blum & Cristina Harding, Substitute Trustees as Principal and THE OHIO CASUALTY INSURANCE COMPANY, a body corporate, duly incorporated under the laws of the State of Ohio, and duly authorized to transact a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE HUNDRED SIX THOUSAND AND NO/100ths (\$ 106,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of July, in the year of our Lord One Thousand Nine Hundred and eighty-five

Whereas, the above bounden Sheila F. Blum & Cristina Harding, Substitute Trustees of the power contained in a mortgage-deed of trust from Max J. Wasserman, Jr. & Elizabeth L. Wasserman, his wife (to) Brenda L. Fisher & Leslie M. Ronzitti, bearing date the 8th day of October, 1982 and recorded among the mortgage-deed of trust records of Queen Anne's County, MD. in Liber No. 189 folio 440 and the undersigned Substitute Trustees is/are about to sell the land and premises described in said mortgage-deed of trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Sheila F. Blum & Cristina Harding, Sub. Trustees do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof then the above obligation to be void. Otherwise to remain in full force and virtue in law.

In Testimony Whereof, the above bounden Sheila F. Blum & Cristina Harding, Substitute Trustees has hereto set their hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

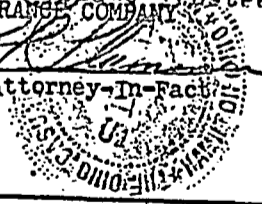
Signed, Sealed and Delivered in the Presence of: Patricia Duggin
John W. Clark

Sheila F. Blum (SEAL) Principal
Sheila F. Blum Substitute Trustee.
Cristina Harding (SEAL) Principal
Cristina Harding Substitute Trustee.
 THE OHIO CASUALTY INSURANCE COMPANY
Berta B. L. Plummer Attorney-in-Fact

Barbara L. Sclater,
 As to Surety:

(POWER OF ATTORNEY ATTACHED) 1985 AUG -6 AM 10:42
 QUEEN ANNE'S COUNTY

Surety approved and filed



19 46

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 3, folio 714, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto
subscribe my name and affix the
Seal of the Circuit Court for
Queen Anne's County, this 6th
day of August, 1985.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk, Circuit Court
for Queen Anne's County

19 85 87

SHEILA F. BLUM and CRISTINA HARDING, SUBSTITUTE TRUSTEES,	:	IN THE
BRENDA L. FISHER and LESLIE M. RONZITTI TRUSTEES,	:	CIRCUIT COURT FOR
PLAINTIFFS	:	QUEEN ANNE'S COUNTY
VS.	:	
MAX J. WASSERMAN, JR. ELIZABETH L. WASSERMAN, HIS WIFE,	:	CIVIL ACTION NO. 85-00336
DEFENDANTS	:	

NOTICE OF AUTOMATIC STAY PURSUANT TO 11 U.S.C. 362

On August 7, 1985, MAX J. WASSERMAN, JR. and ELIZABETH L. WASSERMAN, HIS WIFE, Defendants, filed a voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland, Docket No. 85-B-1243. Under 11 U.S.C. 362 of the Bankruptcy Code, the filing of the Chapter 13 Petition for Relief automatically stays the continuation of any actions on all claims that arose before the commencement of the Chapter 13 case. 11 U.S.C. 362 provides, in part:

"Automatic Stay. (a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title...operates as a stay, applicable to all entitles, of -

(1) the commencement or continuation, including the issuance of employment of process, of a judicial, administrative, or other proceeding against the debtor that was or could have been commenced before the commencement of the case under this title or to recover a claim against the debtor that arose before the commencement of the case under this title;

(2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
788 1880

RECEIVED
CLERK, CIRCUIT COURT
1985 AUG -7 PM 3:57
QUEEN ANNE'S COUNTY

19 48

(3) any act to obtain possession of property of the estate or to exercise control over property of the estate;

(4) Any act to create, perfect, or enforce any lien against property of the estate;...."

Accordingly, this matter is stayed pursuant to 11 U.S.C. 362.

DATED: August 7, 1985

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of August, 1985, I mailed a copy of the foregoing Notice of Automatic Stay Pursuant to 11 U.S.C. 362 to C. Daniel Saunders, Attorney at Law, 106 Church Alley, Chestertown, Maryland 21620.


Robert R. Price, III

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of August, 1985, I mailed a copy of the foregoing Notice of Automatic Stay Pursuant to 11 U.S.C. 362 to Christopher C. Tsien, Attorney at Law, with the Law Firm of Goldstein and Baron, Chartered, 4321 Hartwick Road, Suite 300, College Park, Maryland 20740.


Robert R. Price, III

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND

722-1880

Civil Case No. ¹⁰ 336 ¹⁰ Date 12/30/85
Wasserman

Please file the enclosed copy
of Order Dismissing Chapter 13 in
connection w/ this case

Clk. Circuit Ct,
TO Queen Anne's County
L

S. Baron
GOLDSTEIN & BARON
Chartered
4321 HARTWICK ROAD, SUITE 300
COLLEGE PARK, MARYLAND 20740
(301) 699-9880

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

IN RE: *
MAX JUDD WASSERMAN, JR. * Case No. 85-B-1243
and * (Chapter 13)
ELIZABETH L. WASSERMAN *
Debtors *
* * * * *

ORDER DISMISSING CHAPTER 13

The debtors in this Chapter 13 have failed to file their
Chapter 13 plan in accordance with Bankruptcy Rule 1007 and
this Court's Show Cause Order [P. 5] dated September 6, 1985.
Because this failure delays the administration of their estate
to the prejudice of creditors, this Chapter 13 case is hereby
DISMISSED.

IT IS SO ORDERED.

DATE: November 1, 1985 *James F. Schneider*
JAMES F. SCHNEIDER
Judge

cc: Max Judd Wasserman, Jr.
Elizabeth L. Wasserman
Robert R. Price, Esq.
John Robinson, Trustee
All Creditors

FILED

NOV 1 1985

UNITED STATES BANKRUPTCY COURT
BALTIMORE, MARYLAND

4

proceeded to offer for sale at public auction the property described in said Deed of Trust and advertisement, to which reference is hereby made for a more particular description, and sold same to Max J. Wasserman at and for the sum of One Hundred and Thirteen Thousand Five Hundred Dollars (\$113,500.00), subject to the costs and fees of foreclosure.

This said Substitute Trustee further reports and states that the said sale was in every respect fairly made and that the property brought a fair price.

Christina Harding (SEAL)
Christina Harding

Respectfully submitted,

GOLDSTEIN & BARON, CHARTERED

By: Leonard R. Goldstein
Leonard R. Goldstein
Attorney for Note Holder
4321 Hartwick Road, #300
College Park, MD 20740
(301) 699-9880

STATE OF MARYLAND *
* SS:
COUNTY OF QUEEN ANNE Kent *

I HEREBY CERTIFY that on this 14th day of February, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared the said Christina Harding, and made oath in due form of law that the matters and facts set forth in the foregoing Report are true to the best of her, knowledge, information and belief and further made oath that the sale therein reported was fairly made.

WITNESS, my hand and official seal this 14th day of February, 1986.

Ethel W. Clark
Notary Public



CCT 10.2

My Commission Expires:

July 1, 1986

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

SHEILA F. BLUM
AND CHRISTINA HARDING

Substitute Trustees
for

BRENDA L. FISHER AND
LESLIE M. RONZITTI

Trustees

vs.

Case No. 85-00336

MAX J. WASSERMAN, JR. AND
ELIZABETH L. WASSERMAN

Mortgagors

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A F F I D A V I T

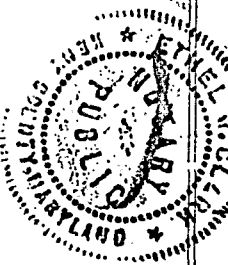
STATE OF MARYLAND)
) ss:
COUNTY OF ~~QUEEN ANNE~~ Kent)

The undersigned, Christina Harding, being first duly sworn on oath deposes and says: that she is the Substitute Trustee described in the foregoing Substitute Trustee's Report of Sale; that the matters and things contained in said Report of Sale are true to her knowledge and belief; that she attended the said sale described therein and the said sale was in every respect fairly made and that the property was bought at a fair price.

Christina Harding
Christina Harding

SUBSCRIBED AND SWORN to before me this 14th day of February, 1986.

Edward W. Clark
Notary Public



RECEIVED
CLERK'S OFFICE
FEB 18 AM 10:28

My Commission Expires July 1, 1988
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

SHEILA F. BLUM
AND CHRISTINA HARDING

Substitute Trustees
for

BRENDA L. FISHER AND
LESLIE M. RONZITTI

Trustees

vs.

MAX J. WASSERMAN, JR. AND
ELIZABETH L. WASSERMAN

Mortgagors

Case No. 85-00336


A F F I D A V I T

STATE OF MARYLAND)

COUNTY OF PRINCE GEORGE'S)

ss:

The undersigned, Christopher C. Tsien, being first duly sworn on oath, deposes and says: That he is the attorney for Commercial Credit Mortgage Company, the holder of the indebtedness secured by the Deed of Trust which is the subject of this foreclosure; that in compliance with rule W74a2(c) of the Maryland Rules of Procedure, he did, on January 14, 1986, by certified mail, send to Mr. Max Wasserman and Mrs. Elizabeth Wasserman, the Mortgagor(s), notice of time, place and terms of sale relative to the property described in the foreclosed Deed of Trust.


Christopher C. Tsien

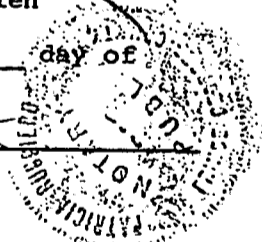
SUBSCRIBED AND SWORN to before me this 13th day of February, 1986.

1986 FEB 19


Notary Public

My Commission Expires 7/1/86 QUEEN ANNE'S COUNTY

CCT 10.13



SHEILA F. BLUM, et al * IN THE CIRCUIT COURT FOR
 v. * QUEEN ANNE'S COUNTY, MARYLAND
 MAX J. WASSERMAN, JR., et ux * CIVIL NO. 85-00336

AUCTIONEER'S AFFIDAVIT

The undersigned hereby certifies that he was the auctioneer at the foreclosure sale held in the above captioned sale on Tuesday, January 28, 1986 at 11:00 A.M. in front of the Court House, Centreville. That the purchasers were *Max J. Wasserman* and that the purchase price was *\$ 113,500.00* One Hundred Thirteen Thousand Five Hundred Dollars.

William J. ...
 Auctioneer

RECEIVED
 CLERK OF COURT
 1986 FEB 19 AM 10:28
 QUEEN ANNE'S COUNTY

19 55

SHEILA F. BLUM, et al * IN THE CIRCUIT COURT FOR
v. * QUEEN ANNE'S COUNTY, MARYLAND
MAX J. WASSERMAN, JR. et ux * CIVIL NO. 85-00336

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY that on this 28th day of January,
1986, before me, the subscriber, personally appeared
Max J. Wasserman
of Bay City, Stevensville

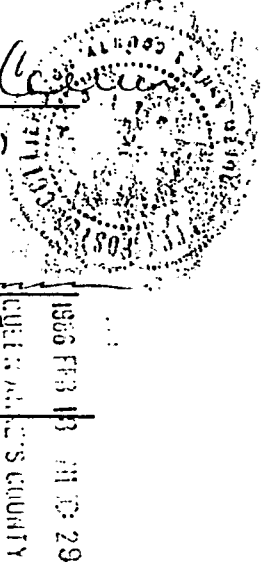
Purchaser of the Wasserman property in Bay City, Queen
Anne's County, Maryland and made oath in due form of law
that they are the purchaser, and not an agent for anyone;
that no others are interested as principals;
that they have not directly or indirectly discouraged anyone
from bidding for said property.

As witness my hand and notarial seal.

My commission expires: 7-1-86

Marcy F. Collier
Notary Public
(Marcy F. Collier)

Max J. Wasserman
Max J. Wasserman



19 FEB 56

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

SHEILA F. BLUM and CRISTINA HARDING

Substitute Trustees, et al.

VS.

MAX J. WASSERMAN, JR. and

ELIZABETH L. WASSERMAN

Civil No. 85-00336

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 18th day of
February, 1986 that the sale of the real
property made and reported in this action will be
ratified after the expiration of one month from the
date hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be published
in a newspaper published in Queen Anne's County at least
once a week in each of three successive weeks before the
expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: February 18, 1986

19 57

Centreville, Md. 1/22 19 86

We Hereby Certify

That the annexed advertisement of
Substitute Trustee's
sale

was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 28th day of Jan. 19 86.

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
8th day of Jan.
19 86, and the last insertion on the
22nd day of Jan.
19 86.

Publishers, Record Observer

Per *Walter J. Moore*

1986 MAR 31 AM 10:31
QUEEN ANNE'S COUNTY

C. DANIEL SAUNDERS
105 Church Alley
Chestertown, MD 21620
(301) 778-4510

Substitute Trustees's Sale

Of Valuable
IMPROVED REAL ESTATE
Civil Case No. 333

Located in Queen Anne's County, Maryland, im-
proved by premises known as 24-5 Broad Creek
Drive, Stevensville, Maryland 21666.

By virtue of the power of sale contained in a
Deed of Trust from Max J. Wasserman, Jr. and
Elizabeth L. Wasserman, to Branda L. Fisher and
Leslie M. Ronzitti, Trustees, dated October 8, 1982
and recorded among the Land Records of Queen
Anne's County, Maryland, in Liber 189, Folio 440,
and at the request of the parties secured thereby,
default having occurred under the terms thereof,
the undersigned Substitute Trustees will offer for
sale at a public auction on the front steps of the
Circuit Court in Centreville, Maryland on

Tues., Jan. 28, 1986
AT 11:00 A.M.

all of property described in said Deed of Trust
described as follows:

BEING known and designated as Lot No. 5, Block
24, Section 2, Bay City, as set forth and shown on
a Plat of Purdum and Jeschke, Registered
Engineers, Entitled "Bay City, Plat 2, Section 2",
dated October 17, 1958, and recorded among the
Land Records of Queen Anne's County, Maryland
in Liber T.S.P. 43, Folio 306 and in Plat Book
T.S.P. 1 Folio 44.

The property is improved by a single family dwell-
ing.

TERMS OF SALE: A deposit of Two Thousand
Dollars (\$2,000.00) cash or its equivalent will be
required at the time of the sale with the balance to
be paid in cash within five (5) days after ratification
of the sale by the Circuit Court with interest on the
balance of the purchase price from the date of the
sale until the date of settlement. Adjustments on all
taxes, public charges and special or regular
assessments including, but not limited to, sanitary
sewer and water assessments and benefit charges,
will be made as of the date of the sale and thereaf-
ter be assumed by the purchaser. Title examination,
conveyancing, recording fees, State and County
revenue stamps and transfer taxes and all other
costs incidental to the settlement are to be paid by
the purchaser. Compliance with the terms of the
sale shall be made within five (5) days after final
ratification of the sale, or deposit shall be forfeited
and the property resold at the risk and costs of the
defaulting purchaser.

Sheila F. Blum
Substitute Trustee
Cristine Harding
Substitute Trustee

RB-1-8-31-04

Centreville, Md. 3/12 19 86

We Herely Certify

That the annexed advertisement of
Ratification of sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 26th day of March 19 86.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 26th day of Feb.

19 86, and the last insertion on the 12th day of March

19 86.

Publishers, Record Observer

Per

Betty M. Comegys

RECEIVED
1986 MAR 31 AM 10:31
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
SHEILA F. BLUM and CRISTINA HARDING
Substitute Trustees, et al.
VS.
MAX J. WASSERMAN, JR. and ELIZABETH L. WASSERMAN
Civil No. 85-00336
NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 18th day of February, 1986, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.
Marguerite W. Menkin, Clerk
True Copy, Test:
Marguerite W. Menkin, Clerk
By: Betty M. Comegys, Deputy Clerk
Filed February 18, 1986
RB-2-28-31-052

19 50

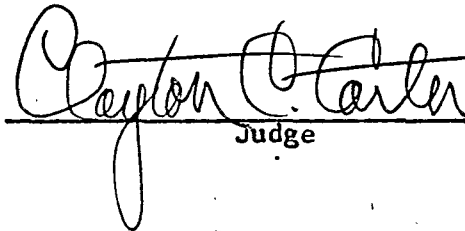
SHEILA F. BLUM and
 CRISTINA HARDING
 Substitute Trustees : IN THE CIRCUIT COURT
 for :
 BRENDA L. FISHER and : FOR QUEEN ANNE'S COUNTY
 LESLIE M. RONZITTI :
 Trustees :
 vs. : CIVIL NO. 85-00336
 MAX J. WASSERMAN, JR. and _____
 ELIZABETH L. WASSERMAN
 Mortgagors

FINAL RATIFICATION OF SALE
 AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 31st day of March, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.



 Judge

Distribution:
 File
 Fiduciary(s)
 Court Auditor

1986 MAR -1 11 12:00
 QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

SHEILA F. BLUM, et al. :
 v. : Civil #85-00336
 MAX J. WASSERMAN, JR., et al. :
 : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 113,500.00	
Interest on \$ 111,500.00 @ 13.5%			
from 01/28/86 to 04/30/86			
as collected (Note A)		3,958.08	
Real property taxes \$ 1,022.57			
from 01/28/86 to 06/30/85			
153 days @ \$ 2.80 (Note B)		<u>428.40</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 117,886.48
COMMISSIONS, to Fiduciary (Note C)		\$ 1,135.00-	
EXPENSES OF SALE			
Court costs	\$ 246.50-		
Advertising			
Notices of sale	421.56-		
Report of sale	83.58-		
Bond premium	424.00-		
Auctioneer's fee	200.00-		
Certified mail	<u>8.76-</u>	1,384.40-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 65.00-		
Postage & copies	<u>2.08-</u>	<u>67.08-</u>	<u>2,586.48-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 115,300.00
INDEBTEDNESS DUE UNDER DEED OF TRUST			
Per Statement of Debt			
Principal		\$ 104,549.07-	
Escrow balance (Note D)		1,573.59-	
Interest on principal @ 13.5%			
06/01/84 to 05/30/85		14,114.12-	
06/01/85 to 03/29/86 (Note E)			
302 days @ \$39.2059		<u>11,840.18-</u>	\$ 132,076.96-
AVAILABLE FOR DISTRIBUTION, as above			<u>115,300.00</u>
DEFICIT (Note D)			\$ 16,776.96-

RECEIVED
 CLERK, CIRCUIT COURT
 QUEEN ANNE'S COUNTY
 1986 JUL -9 PM 3:29

- Note A: The Settlement Statement with the purchaser, who is also one of the Debtors, computes interest on the full amount of the purchase price, although it elsewhere indicates that a deposit of \$2,000 was paid. Since no prejudice results, the settlement figure is here used.
- Note B: This amount was incorrectly computed in the settlement statement. The correct figure is used here.
- Note C: The Deed of Trust provides for "reasonable counsel and attorney's fees and charges". Such fees are allowable only by the court and cannot be allowed here. Meyer v. Gyro Transp. Systems, 263 Md. 518, 531. This applies to both the fee of \$900, which the Suggested Account erroneously states is "allowed by instrument", and the additional "Title Examiner's Fee" of \$35.
- Note D: Included in the "Escrow balance" above is an insurance premium of \$431 paid on November 11, 1985, and a flood insurance premium of \$120.02, paid on an undisclosed date. The amount of the deficit is to be reduced by the amount of the return premiums, as of the date of sale. The amount of the deficit is to be further reduced by the amount of any interest earned by the Fiduciaries on the net sale proceeds.
- Note E: See Real Property Article, §7-105 (d).

NOTICE

The attached Account was filed on July 9, 1986. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

19 705 82

CERTIFICATE OF AUDITOR

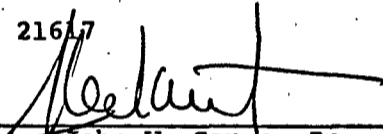
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #85-00336. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on July 9, 1986:

Christopher C. Tsien, Esquire
4321 Hartwick Road #300
College Park, Maryland 20740

C. Daniel Saunders, Esquire
Post Office Box 158
Chestertown, Maryland 21620

Robert R. Price, III, Esquire
Post Office Box 460
Centreville, Maryland 21617


John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

SHEILA F. BLUM	:	
	:	
v.	:	Civil #85-00336
MAX J. WASSERMAN, JR.	:	
	:	
	:	

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 22nd day of July, 1986,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clayton C. Carter

JUDGE

COURT REPORTER

1985 JUL 22 PM 2:48

QUEEN ANNE'S COUNTY

ESC/nlj/10/13/86/1&1/

19 64

ERNEST S. COOKERLY, ASSIGNEE
Court Street
Chestertown, Maryland 21620

IN THE CIRCUIT COURT FOR

VS.

QUEEN ANNE'S COUNTY, MARYLAND

LEE O. DAVIS
Rt. 1, Box 125
Millington, Maryland 21651

CIVIL NO. 86-00788

AND

DAISY L. DAVIS
Rt. 1, Box 125
Millington, Maryland 21651

CIVIL 8600788#
CIV FEES 70.00

ORDER TO DOCKET FORECLOSURE SUIT

Mrs. Clerk:

4201710 C001 R01 T10:19

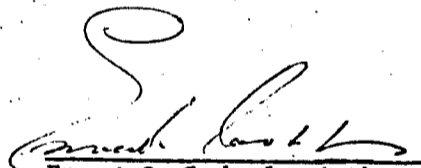
Will you please docket the above entitled foreclosure suit and file

therein the following:

A. Land Installment Contract from Lee O. Davis and Daisy L. Davis, his wife, to Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, dated December 16, 1981, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 181, Folio 214, assigned to Ernest S. Cookerly for foreclosure and collection on October 9, 1986.

B. Statement of Indebtedness.

C. Non-Military Affidavit.


Ernest S. Cookerly, Assignee

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-8112

RECEIVED
CLERK OF CIRCUIT COURT
1986 OCT 15 AM 10:21
QUEEN ANNE'S COUNTY

19 65

181 214

DOCUMENT NO. 707,706

THIS LAND INSTALLMENT CONTRACT, made this 16th day of December, 1981, by and between GILBERT ALEXANDER WILSON and MARGARET ADDIE WILSON, his wife, of Queen Anne's County in the State of Maryland, herein called Sellers, and LEE O. DAVIS and DAISY L. DAVIS, his wife, of the said county and state, herein called Buyers, witnesseth:

1. That the Sellers hereby sell to the Buyers and the Buyers hereby purchase from the Sellers, upon the terms and conditions herein set forth, all of the following described real estate:

ALL that lot or parcel of land, being a part of the tract or parcel of land known as the "William T. Wilson Lot", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the southerly side of the Crumpton-Pondtown road, adjoining the Godwin lands on the westerly side and other lands of Naomi Wilson Garnett on the easterly side, and more particularly described by metes and bounds, courses and distances, according to a certificate of survey and plat thereof made in the month of October, 1941, by J. B. Metcalfe, surveyor, as follows, to wit: BEGINNING for the same at a stone set in the lines of this land and that of Godwin, and running thence (1) North 23° 07' west, 31 feet to the center of the Crumpton-Pondtown road; thence (2) by and with the center line of said road South 84° 55' east, 179.4 feet to a point; thence (3) still by and with the center line of said road South 57° 05' east, 133 feet to a point; thence (4) by and with said other lands of said Naomi Wilson Garnett South 30° west, 15 feet to a stone; thence (5) continuing with said other lands of said Naomi Wilson Garnett South 30° west, 275.5 feet to a stone set in the line of said Godwin land; and thence (6) by and with said Godwin lands North 23° 07' west, 338.5 feet to the said place of beginning; containing one (1) acre of land, more or less; being the same land which was granted to the Sellers by Naomi Wilson Garnett and husband, by deed dated November 1, 1941 and recorded among the land records of Queen Anne's County, Maryland in Liber A.S.G. No. 5, folio 248.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TERMS AND CONDITIONS

1. The cash price of the property sold is \$13,500.
2. There is no charge or fee for any services included in this contract separate from the cash price.
3. Insurance coverage, risk of loss, taxes:
Buyers will pay the property taxes on said real estate and will maintain fire insurance and extended coverage on the dwelling in at least the above cash price amount, naming Sellers as the insured and Buyers as Contract Purchasers. The risk of loss shall be upon the Buyers pending final settlement.
4. Total of Items 1,2 and 3 \$13,500.
5. Amount of down payment made by Buyers 800.
6. Principal balance owed \$12,700.
7. The principal balance shall be paid to the Sellers in equal, consecutive, monthly installments of

each, due on the 15th day of January, 1982, and monthly thereafter, without interest, making a total of 38 monthly installments, and a final installment in such amount as necessary to pay the entire balance, payable on the 15th day of March, 1985.

8. Property taxes for the current fiscal year ending June 30, 1982 amount to \$ 126.21. There are no ground rents or other public charges.

9. The installment payments shall be applied by Sellers to the payment of the Principal balance owed by the Buyers.

10. The only transfer of title within six (6) months prior hereto was by purchasers then in default under a land installment contract dated February 25, 1975, made by deed to Sellers recorded on August 10, 1981 for the right, title and interest of said purchasers for a consideration of \$4,000.00. Since said deed recording date Sellers have spent \$ 225.00 in repairs or improvements to said property.

11. Buyers shall have the right to accelerate any and all installment payments.

12. Sellers have not received any notice from any public agency requiring any repairs or improvements to be made to said property.

13. Buyers covenant that they will pay said installment payments when due, that on paying the final installment they will tender a special warranty deed in proper form for execution by the Sellers, and will pay the cost of recording said deed and all recordation and transfer taxes.

14. Sellers covenant that upon final settlement they will convey a good and merchantable title to said real estate to the Buyers, free of liens and encumbrances, in fee simple.

15. Final settlement shall be made at the office of Howard Wood, Attorney, Centreville, Maryland, between the hours of 9 A.M. and 3 P.M., or at such other place as may be mutually agreeable to the parties hereto.

16. This contract shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Sellers reside at Route 1, Box 109A, Millington, Queen Anne's County, Maryland 21651, which is their post office address, and Buyers reside at Route 1, Box 125, Millington, Queen Anne's County, Maryland 21651, which is their post office address.

WITNESS the hands and seals of the parties in duplicate:

TEST (as to Sellers):

Howard Wood

Gilbert Alexander Wilson (SEAL)
(Gilbert Alexander Wilson)

Margaret Addie Wilson (SEAL)
(Margaret Addie Wilson)

SELLERS

NOTICE TO BUYERS

YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

TEST (as to Buyers):

Howard Wood

Lee O. Davis (SEAL)
(Lee O. Davis)

Daisy L. Davis (SEAL)
(Daisy L. Davis)

BUYERS

Date signed by Buyers:

December 16, 1981

IN THE EVENT OF DEFAULT, THE PURCHASERS MAY BE LIABLE TO A DEFAULT JUDGEMENT

10 07
181 216

RECEIPT OF DELIVERY OF A COPY OF THE AFOREGOING CONTRACT IS ACKNOWLEDGED ON THE DATE AND AT THE TIME OF OUR SIGNING OF SAID CONTRACT.

Lee O. Davis
(Lee O. Davis)

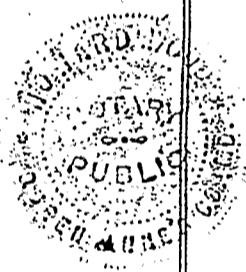
Daisy L. Davis
(Daisy L. Davis)

IN THE EVENT OF DEFAULT, THE PURCHASERS MAY BE LIABLE TO A DEFAULT JUDGEMENT.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

On this, the 16th day of December, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, and Lee O. Davis and Daisy L. Davis, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and official seal.



Howard Wood

Notary Public
My Commission Expires: July 1, 1982

181 DEC 18 11 26
QUEEN ANNE'S COUNTY

DEC 18-81 * 29430 *****1 00
DEC 18-81 A #29430 *****1 00

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LIBER 262 395

DOCUMENT NO. 132749

No. _____
CLERK RECEIVED FOR RECORD _____

1986 OCT 15 AM 10:20

QUEEN ANNE'S COUNTY

Assignment

ASSIGN 0#
RECD FEE 13.00

Land Installment Contract
OF MORTGAGE FROM Gilbert Alexander Wilson & Margaret Addie Wilson

TO Lee O. Davis & Daisy L. Davis AS RECORDED IN

LIBER MWM NO. 181 FOLIO 214

MAIL TO Place in Civil Action Case No. 86-00788

ASSIGNMENT

FOR VALUE RECEIVED and default having occurred, Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, do hereby assign the Land Installment Contract to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection.

WITNESS our hands and seals this ____ day of 10-9, 1986.

Witness:

Nancy Lee Jewell

Gilbert Alexander Wilson (SEAL)
Gilbert Alexander Wilson

Nancy Lee Jewell

Margaret Addie Wilson (SEAL)
Margaret Addie Wilson

ERNEST S. COOKERLY, ASSIGNEE
Court Street
Chestertown, Maryland 21620

VS.

LEE O. DAVIS
Rt. 1, Box 125
Millington, Maryland 21651

AND

DAISY L. DAVIS
Rt. 1, Box 125
Millington, Maryland 21651

IN THE CIRCUIT COURT FOR

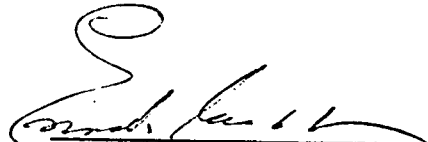
QUEEN ANNE'S COUNTY, MARYLAND

CIVIL NO. 86-00787

STATEMENT OF INDEBTEDNESS

The Statement of the Claim of Ernest S. Cookerly, Assignee, Court Street, Chestertown, Maryland, under a certain land installment contract by and between Lee O. Davis and Daisy L. Davis, his wife, and Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, dated December 16, 1981, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 181, Folio 214, assigned to Ernest S. Cookerly for foreclosure and collection on October 9, 1986, are as follows:

Balance of unpaid principal \$11,650.00
(Land Installment Contract stated
"without interest")


Ernest S. Cookerly, Assignee

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that on this 13th day of October, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Assignee for Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, and made oath in due form of law that the foregoing Statement of Indebtedness is a true statement of the amount due from

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

1986 OCT 15 AM 10:21
QUEEN ANNE'S COUNTY

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the said Lee O. Davis and Daisy L. Davis, his wife, to Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, under the aforementioned Land Installment Contract and that neither your Affiant nor the said Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, have received any security or satisfaction therefor, other than the said Land Installment Contract in said statements mentioned, and that the said Affiant has been duly authorized by Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, to make this oath.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

My commission expires:

July 1, 1990.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-8112

ERNEST S. COOKERLY
Court Street
Chestertown, Maryland 21620

VS.

LEE O. DAVIS
Rt. 1, Box 125
Millington, Maryland 21651

AND

DAISY L. DAVIS
Rt. 1, Box 125
Millington, Maryland 21651

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

CIVIL NO. 86-00789

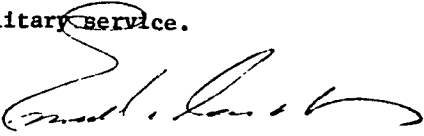
STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

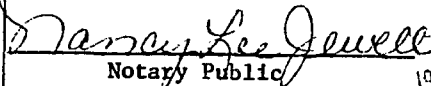
I HEREBY CERTIFY, that on this 13th day of October, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney for Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, and made oath in due form of law that he knows the defendants herein and that to the best of his knowledge, information and belief:

1. Said defendants are not in the military service of the United States.
2. Said defendants are not in the military service of any nation allied with the United States.
3. Said defendants have not been ordered to report for induction under the Selective Training and Service Act.
4. Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, NO. 21620
TELEPHONE 776-2112

Sworn to before me this 13th
day of October, 1986


Ernest S. Cookerly, Assignee


Nancy Lee Jewell
Notary Public

My commission expires: 7/1/90

1986 OCT 15 AM 10:21
QUEEN ANNE'S COUNTY

Civil 86-00788

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ernest S. Cookerly, of Kent County, State of Maryland, as Principal, and Selective Insurance Company, a body corporate, duly incorporated under the laws of the State of New Jersey, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand (\$12,000.00) Dollars, to be paid to the State, or its certain attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 13th day of October, in the year of our Lord, nineteen hundred and eighty-six.

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contained in Maryland Rules of Procedure W 79 is to foreclose the Land Installment Contract by and between Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, and Lee O. Davis and Daisy L. Davis, his wife, bearing date the 16th day of December, 1981, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 181, Folio 214, and which was assigned on the 9th day of October, 1986, to Ernest S. Cookerly, Attorney, for the purpasa of foreclosure and collection, and

WHEREAS, the said Ernest S. Cookerly is about to sell the land and premises in said Land Installment Contract, default having baen made in the Land Installment Contract.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Ernest S. Cookerly does and shall well and truly and faithfully perform the trust reposed in him under the assignment of the Land Installment Contract aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Ernest S. Cookerly has hereunto set his hand and seal, and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

Nancy Lee Jewell

Ernest S. Cookerly (SEAL)
Ernest S. Cookerly

SELECTIVE INSURANCE COMPANY OF AMERICA
PRINCIPAL
BY: Ernest S. Cookerly (SEAL)
Ernest S. Cookerly
Attorney-in-Fact
SURETY

LAW OFFICES OF ERNEST S. COOKERLY CHESTERTOWN, MD. 21620 TELEPHONE 778-2112

Nancy Lee Jewell

QUEEN ANNE'S COUNTY

surety approved - bond filed 10/15/86

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STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copies from LIBER MM No. 4, folio 121, a Bond Record Book for Queen Anne's County.

IN TESTIMONY HEREOF, I herunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 29th day of October, 1986.



Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's County

ESC/nlj/12/8/86/1&1/

19 DEC 74

ERNEST S. COOKERLY, ASSIGNEE *
Court Street *
Chestertown, Md. 21620 *

IN THE CIRCUIT COURT FOR

VS. *

QUEEN ANNE'S COUNTY, MARYLAND

LEE O. DAVIS *
Rt. 1, Box 125 *
Millington, Md. 21651 *

CIVIL NO. 8600788

AND *

DAISY L. DAVIS *
Rt. 1, Box 125 *
Millington, Md. 21651 *

AFFIDAVIT AS TO SERVICE

STATE OF MARYLAND, COUNTY OF KENT, to wit:

Before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney Assignee, who, being duly sworn, deposes and says:

That a registered letter was mailed to the last known address of Mr. Lee O. Davis on December 3, 1986, addressed to Mr. Lee O. Davis, Rt. 1, Box 125, Millington, Maryland 21651, being registered no. R 210 201 395, return receipt requested. Said letter was returned "unclaimed" which letter is appended hereto.

That a registered letter was mailed to the last known address of Mrs. Lee O. Davis on December 3, 1986, addressed to Mrs. Lee O. Davis, Rt. 1, Box 125, Millington, Maryland 21651, being registered no. R 210 201 394, return receipt requested. Said letter was returned "unclaimed" which letter is appended hereto.

That said letters gave the time, place and terms of the sale and were not sent earlier than 20 days nor later than 5 days prior to the sale.


RECEIVED
CLERK'S OFFICE
1986 DEC -9 AM 10:54

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

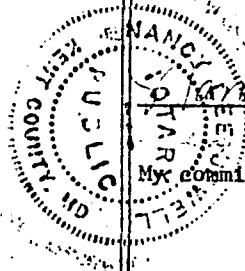
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- 2 -

I hereby certify that the provisions of W74(c) have been
complied with.


Ernest S. Cookerly, Attorney Assignee

Subscribed and sworn to before
me this 8th day of December, 1986.


Nancy Lee Jewell
Notary Public
My commission expires: 7/1/90

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 776-2112

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return address will appear on the front of the package. Complete items 5 and 6 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt. Complete items 7 and 8 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt.

ADDRESSEE: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return address will appear on the front of the package. Complete items 5 and 6 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt. Complete items 7 and 8 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt.

1. Registered Mail
2. Registered Mail with Return Receipt
3. Insured Mail
4. Insured Mail with Return Receipt
5. Signature Required
6. Signature Required with Return Receipt
7. Restricted Delivery
8. Restricted Delivery with Return Receipt

MRS. Lee O. Davis
Rt. 1, Box 125
Millington, Md. 21651

5. Registered Mail
6. Registered Mail with Return Receipt
7. Insured Mail
8. Insured Mail with Return Receipt

9. Signature Required
10. Signature Required with Return Receipt

11. Restricted Delivery
12. Restricted Delivery with Return Receipt

F3 Form 3811, Feb. 1986



DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return address will appear on the front of the package. Complete items 5 and 6 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt. Complete items 7 and 8 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt.

ADDRESSEE: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return address will appear on the front of the package. Complete items 5 and 6 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt. Complete items 7 and 8 when a return receipt is desired. Return receipts are available for registered mail, insured mail, and registered mail with return receipt.

1. Registered Mail
2. Registered Mail with Return Receipt
3. Insured Mail
4. Insured Mail with Return Receipt
5. Signature Required
6. Signature Required with Return Receipt
7. Restricted Delivery
8. Restricted Delivery with Return Receipt

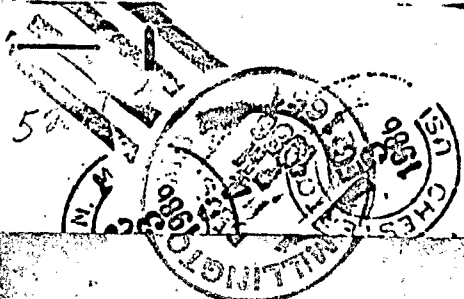
Mr. Lee O. Davis
Rt. 1, Box 125
Millington, Md. 21651

9. Registered Mail
10. Registered Mail with Return Receipt
11. Insured Mail
12. Insured Mail with Return Receipt

13. Signature Required
14. Signature Required with Return Receipt

15. Restricted Delivery
16. Restricted Delivery with Return Receipt

F3 Form 3811, Feb. 1986



ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	
LEE O. DAVIS	*	QUEEN ANNE'S COUNTY, MARYLAND
AND	*	
DAISY L. DAVIS	*	CIVIL NO. 8600788

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on this 12th day of December, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH JAMES WALLACE, purchaser of the Gilbert Alexander Wilson and Margaret Addie Wilson property in Pondtown, Seventh Election District of Queen Anne's County, Maryland, from the Assignee in this cause and made oath in due form of law:

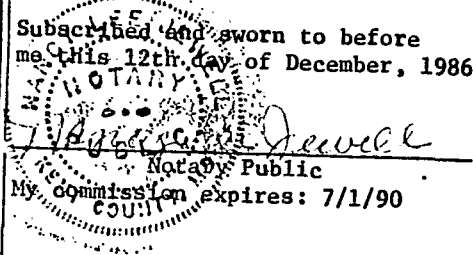
1. That ELIZABETH JAMES WALLACE is the purchaser and is not an agent for anyone.
2. That no others are interested as principals.
3. That ELIZABETH JAMES WALLACE has not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

Elizabeth J. Wallace

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21820
TELEPHONE 776-2112

Subscribed and sworn to before me this 12th day of December, 1986.



RECEIVED
CLERK, CIRCUIT COURT
1986 DEC 16 AM 10:48
QUEEN ANNE'S COUNTY

Centreville, Md. 12/10 19 86

We Herely Certify

That the annexed advertisement of
Assignee's sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 12th day of Dec. 19 86.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 26th day of Nov.

19 86, and the last insertion on the 10th day of Dec. 19 86

RECEIVED
PUBLISHERS, RECORD OBSERVER

1986 DEC 16 AM 10:47

Per *[Signature]* QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY

Attorney

Assignee's Sale

Under and by virtue of the power contained in Maryland Rules of Procedure W79, the Land Installment Contract by end between Leo O. Davis and Daisy L. Davis, his wife, and Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, dated December 16, 1931, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 181, Folio 214, and which Land Installment Contract was assigned unto Ernest S. Cookerly, Attorney, on October 9, 1986, for foreclosure and collection (Civil No. 86-00783) default having been made by the said Leo O. Davis and Daisy L. Davis in complying with the terms thereof, the said Ernest S. Cookerly, Attorney Assignee, will offer this property for sale at public auction on the premises located on the southerly side of the Crumpton-Pondtown Road, Queen Anne's County, Maryland on

Friday, Dec. 12, 1986

AT 11:00 A.M.

The property is improved with a one story bungalow consisting of a living room, dining room, kitchen, two bedrooms, bath, and utility room. The property is heated with gas space heaters. The property has a shallow well and septic system and the property is being sold "as is".

All that lot or parcel of land, being a part of the tract or parcel of land known as "William T. Wilson Lot", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the southerly side of the Crumpton-Pondtown road, adjoining the Godwin lands on the westerly side and other lands of said Naomi Wilson Garnett on the easterly side and more particularly described by metes and bounds, courses and distances, according to a certificate of survey and plat thereof made in the month of October, 1941, by J. B. Metcalfe, surveyor, as follows, to wit: BEGINNING for the same at a stone set in the lines of this land and that of Godwin, and running thence (1) North 23 degrees 07 minutes West, 31 feet to the center of the Crumpton-Pondtown road; thence (2) by and with the center line of said road South 84 degrees 55 minutes East 179.4 feet to a point; thence (3) still by end with the center line of said road South 57 degrees 05 minutes East, 133 feet to a point; thence (4) by end with said other lands of said Naomi Wilson Garnett South 30 degrees West, 15 feet to a stone; thence (5) continuing with said other lands of said Naomi Wilson Garnett South 30 degrees West, 275.5 feet to a stone set in the line of said Godwin land; and thence (6) by end with said Godwin lands North 23 degrees 07 minutes West 338.5 feet to the said place of beginning; containing one (1) acre of land, more or less.

BEING the same land conveyed to Gilbert Alexander Wilson and Margaret Wilson, his wife, from Naomi Wilson Garnett and Raymond Garnett, her husband, by deed dated November 1, 1941, and recorded among the land Records for Queen Anne's County, Maryland, in Liber A.S.G. Jr. No. 5, Folio 248.

TERMS OF SALE: A deposit of Two Thousand Five Hundred (\$2,500.00) Dollars in cash, certified or cashier's check at the time of sale, balance due in cash or by certified check at the time of settlement which shall take place upon the ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. All taxes, public charges, assessments, etc., for the current year to be adjusted to date of sale and assumed thereafter by the purchaser. All conveyancing, recording, revenue stamps, transfer taxes to be paid by the purchaser. Purchaser will be given possession upon the ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. At the time end place of sale, purchaser will be required to make affidavit as required by Rule 811 6 b 3 of the Maryland Rules of Procedure.

ERNEST S. COOKERLY
ATTORNEY ASSIGNEE
Court Street
Chestertown, Maryland
Telephone: 778-2112

Dixon's Furniture, Inc.
Auctioneer

RB-11-23-31-028

ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	
LEE O. DAVIS	*	QUEEN ANNE'S COUNTY, MARYLAND
AND	*	
DAISY L. DAVIS	*	CIVIL NO. 8600788

PETITION FOR AUCTIONEER FEES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

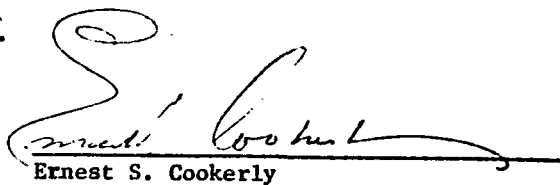
This Petition for Auctioneer Fees by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

1. That the real estate was located in Pondtown in the Seventh Election District of Queen Anne's County, Maryland, and the sale was conducted on the premises.
2. That the auctioneer, Jesse Dixon, traveled to Pondtown on a Friday for the purpose of conducting the sale.
3. That the real estate sold for Twelve Thousand (\$12,000.00) Dollars and the minimum fee allowed under Rule BR 8 would amount to Thirty (\$30.00) Dollars. That your Petitioner and auctioneer feel that the minimum fee allowed under Rule BR 8 is inadequate.
4. That the auctioneer, Jesse Dixon, and your Petitioner are of the opinion that One Hundred (\$100.00) Dollars would be a fair compensation for the services rendered.
5. That your Petitioner hereby requests that this Honorable Court pass an Order authorizing your Petitioner to pay the sum of One Hundred (\$100.00) Dollars to Jesse Dixon for his services.

AND, as in duty bound, etc.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

RECEIVED
CLERK, CIRCUIT COURT
1986 DEC 17 AM 11:04
QUEEN ANNE'S COUNTY


Ernest S. Cookerly

19 86

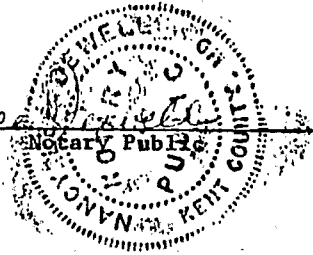
- 2 -

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 15th day of December, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney Assignee, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition for Auctioneer Fees are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee



My commission expires:

July 1, 1990.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, this 23 day of December, 1986, that the fees for the auctioneer, Jesse Dixon, in the amount of One Hundred (\$100.00) Dollars is hereby approved as a proper expense for the sale of the real estate, *subject to exception to the Audit.*

Clayton Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1986 DEC 22 PM 3:52
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 370-8112

ESC/nlj/12/15/86/1&1/

19 91

ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	
LEE O. DAVIS	*	QUEEN ANNE'S COUNTY, MARYLAND
AND	*	
DAISY L. DAVIS	*	CIVIL NO. 8600788

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

That default having occurred under a certain Land Installment Contract by and between Lee O. Davis and Daisy L. Davis, his wife, and Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, dated December 16, 1981, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 181, Folio 214, and which Land Installment Contract was assigned to Ernest S. Cookerly, on October 9, 1986, for the purpose of foreclosure and collection; the undersigned, after docketing suit for foreclosure, and after advertising the premises subject to the Land Installment Contract in the Queen Anne Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of three (3) successive weeks before the 12th day of December, 1986, and in accordance with the certificate of publication of the advertisement of the sale previously filed herein, and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, on the premises, and after reading the attached advertisement, and having the auctioneer cry the sale, did offer the property for sale and did sell the same to Elizabeth Jane Wallace at and for the sum of Twelve Thousand (\$12,000.00) Dollars, said real estate being described as follows:

LAW OFFICES OF
 ERNEST S. COOKERLY
 CHESTERTOWN, MD. 21620
 TELEPHONE 776-8112

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 CLERK, CIRCUIT COURT
 1986 DEC 17 AM 11:04
 QUEEN ANNE'S COUNTY

- 2 -

All that lot or parcel of land, being a part of the tract or parcel of land known as the "William T. Wilson Lot", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the southerly side of the Crumpton-Pondtown road, adjoining the Godwin lands on the westerly side and other lands of said Naomi Wilson Garnett on the easterly side, and more particularly described by metes and bounds, courses and distances, according to a certificate of survey and plat thereof made in the month of October, 1941, by J. B. Metcalfe, surveyor, as follows, to wit: BEGINNING for the same at a stone set in the lines of this land and that of Godwin, and running thence (1) North 23 degrees 07 minutes West, 31 feet to the center of the Crumpton-Pondtown road; thence (2) by and with the center line of said road South 84 degrees 55 minutes East 179.4 feet to a point; thence (3) still by and with the center line of said road South 57 degrees 05 minutes East, 133 feet to a point; thence (4) by and with said other lands of said Naomi Wilson Garnett South 30 degrees West, 15 feet to a stone; thence (5) continuing with said other lands of said Naomi Wilson Garnett South 30 degrees West, 275.5 feet to a stone set in the line of said Godwin land; and thence (6) by and with said Godwin lands North 23 degrees 07 minutes West 338.5 feet to the said place of beginning; containing one (1) acre of land, more or less.

BEING the same land conveyed to Gilbert Alexander Wilson and Margaret Addie Wilson, his wife, from Naomi Wilson Garnett and Raymond Garnett, her husband, by deed dated November 1, 1941, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber A.S.G. Jr. No. 5, Folio 248.

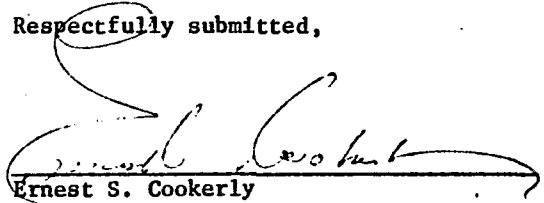
The purchaser having complied with the terms of sale, as advertised, and it is believed that he will further comply with the other terms of sale upon ratification of the sale by the Court.

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- 3 -

The Report states the amount of sale to be Twelve Thousand (\$12,000.00) Dollars.


Respectfully submitted,

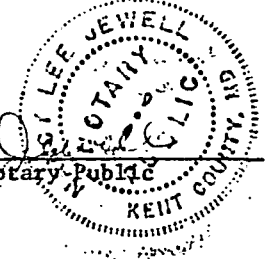

Ernest S. Cookerly

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 15th day of December, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale of real estate are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.


Nancy Lee Jewell
Notary Public



My commission expires:

July 1, 1990.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 770-2112

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY, Assignee

vs.

LEE O. DAVIS and

DAISY L. DAVIS

Civil No. 86-00788

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 17th day of December, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: December 17, 1986

ESC/nlj/12/15/86/1&1/

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ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	
LEE O. DAVIS	*	QUEEN ANNE'S COUNTY, MARYLAND
AND	*	
DAISY L. DAVIS	*	CIVIL NO. 8600788

MEMORANDUM OF SALE

I, JESSE DIXON, of Dixon's Furniture, Inc., certify that I was the auctioneer at the foreclosure sale in the matter of Ernest S. Cookerly, Attorney Assignee, vs. Lee O. Davis and Daisy L. Davis, his wife, and that the property was sold on December 12, 1986, to Elizabeth Jane Wallace for Twelve Thousand (\$12,000.00) Dollars.

WITNESS my hand and seal this 14 day of December, 1986.

Witness:

DIXON'S FURNITURE, INC.

Leslie A. Stafford

BY: Jesse Dixon (SEAL)
Jesse Dixon

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 776-2112

RECEIVED
CLERK, CIRCUIT COURT
1986 DEC 19 AM 11:04
QUEEN ANNE'S COUNTY

Centre ville, Md. 17 1987

We Hereby Certify

That the annexed advertisement of

Ratification of Sale

was published in the RECORD OB-

SERVER, a newspaper published in

Queen Anne's County, Maryland, once

in each of 3 successive weeks before

the 17th day of Jan 1987.

And that the first insertion of said adver-

tisement in the said RECORD OB-

SERVER/BAY TIMES was on the

24th day of Dec

1986 and the last insertion on the

7th day of Jan

1987.

Publishers, Record Observer

Per Walter M. Monroe

IN THE CIRCUIT COURT
 FOR QUEEN ANNE'S COUNTY
 ERNEST S. COOKERLY, Assignee
 vs.
 LEE O. DAVIS and
 DAISY L. DAVIS
 Civil No. 88-00768

NOTICE REGARDING RATIFICATION OF SALE
 NOTICE is hereby given this 17th day of December,
 1986 that the sale of the real property made and
 reported in this action will be ratified after the expl-
 ration of one month from the date hereof, unless
 cause to the contrary be previously shown, provid-
 ed a copy of this Notice shall be published in a
 newspaper published in Queen Anne's County at
 least once a week in each of three successive
 weeks before the expiration of one month from the
 date hereof.

Marguerite W. Mankin, Clerk
 TRUE COPY, TEST:
 MARGUERITE W. MANKIN, CLERK
 BY: BETTY M. COMEGYS, DEPUTY CLERK
 Filed: December 17, 1986
 HB-12-24-31-031

RECEIVED
 CLERK, CIRCUIT COURT
 1987 JAN 16 PH 2:13
 QUEEN ANNE'S COUNTY

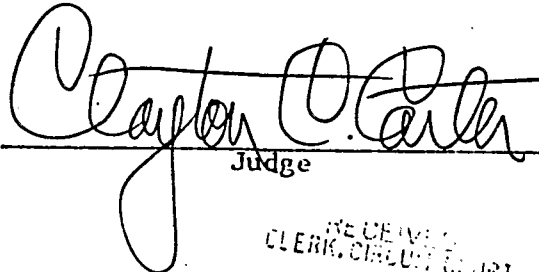
ERNEST S. COOKERLY, ASSIGNEE :	IN THE CIRCUIT COURT
vs.	
LEE O. DAVIS :	FOR QUEEN ANNE'S COUNTY
and :	
DAISY L. DAVIS :	CIVIL NO. <u>86-00788</u>

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 21st day of January, 1987, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.



 Judge

Distribution:
 File
 Fiduciary(s)
 Court Auditor

RECEIVED
 CLERK, CIRCUIT COURT
 1987 JAN 21 PH 2:37
 QUEEN ANNE'S COUNTY

19 MAR 88

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY, etc.

v.

LEE O. DAVIS et al.

Civil #86-00788

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE

Sale Price, as reported	\$ 12,000.00		
Interest (Note A)			
Real property taxes		<u>53.10</u>	

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION \$ 12,053.10

COMMISSIONS (Note B)

EXPENSES OF SALE

Court costs	\$ 247.50-		
Advertising			
Notices of sale	298.50-		
Report of sale	83.58-		
Bond premium	50.00-		
Auctioneer's fee	100.00-		
Certified mail	<u>12.38-</u>	791.96-	

AUDITOR'S FEE AND COSTS

Fee for audit	\$ 65.00-		
Postage & copies	<u>1.26-</u>	66.26-	<u>858.22-</u>

NET AMOUNT AVAILABLE FOR DISTRIBUTION \$ 11,194.88

INDEBTEDNESS DUE UNDER LAND INSTALLMENT CONTRACT

Per Statement of Debt (Note A)			<u>11,650.00-</u>
--------------------------------	--	--	-------------------

DEFICIT \$ 455.12-

Note A The Land Installment Contract is expressly without interest. The advertisement of sale provides for no interest

Note B The Land Installment Contract makes no provision for commissions; and none are allowable here. See, Lakrest Dev. Co. v. Iselle, 258 Md. 45, 48.

QUEEN ANNE'S COUNTY
 1987 MAR 26 AM 8 58
 RECEIVED
 CLERK, CIRCUIT COURT

NOTICE

The attached Account was filed on March 26, 1987. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

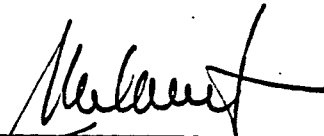
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #86-00788. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on March 26, 1987:

Ernest S. Cookerly, Esquire
Court Street
Chestertown, Maryland 21620

Lee O. Davis
Route 1 Box 125
Millington, Maryland 21651

Daisy L. Davis
Route 1 Box 125
Millington, Maryland 21651



John W. Sause, Jr.
Auditor

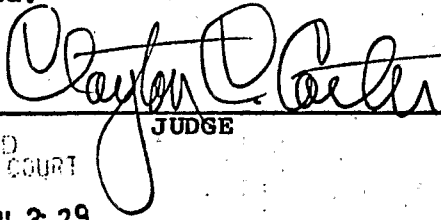
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY, etc.	:	
	:	
v.	:	Civil #86-00788
LEE O. DAVIS et al.	:	
	:	
	:	
	:	

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 9th day of April, 1987,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.



 JUDGE

RECEIVED
 CLERK, CIRCUIT COURT
 1987 APR -9 PM 3:29
 QUEEN ANNE'S COUNTY

19 91

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. CV-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHERS PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND
Defendants

CIVIL 204#
100-5555 70-00
100-5555 70-00
100-5555 70-00
100-5555 70-00

COMPLAINT TO QUIET TITLE

Raymond P. Chambers, Plaintiff, by David Weston Gregory, his attorney, represents unto this Honorable Court as follows:

1. On April 22, 1986, Raymond P. Chambers, Plaintiff, took title, individually, to two (2) lots or parcels of land, being known as Lot Nos. 21 and 22, Section B, of the Chester River Beach Subdivision, and hereafter referred to as the subject property. Said lots are physically located on the west side of Winchester Road, in the Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland.

2. A search of the title to Plaintiff's property reveals that Plaintiff took title to the above mentioned lots by a deed from William H. Tolson, County Treasurer of Queen Anne's County. Said deed is recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 250 folio 79. A copy of said deed is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 1.

3. That as a result of the Defendant, Norma H. Allan's failure to pay state and county real estate taxes for the fiscal year 1983-84, the subject property was sold at tax sale on May 14, 1984. Plaintiff, Raymond P. Chambers was the highest bidder for the subject property and after payment of the consideration in the amount of Five Hundred Fifty Dollars (\$550.00); and after ratification of the tax sale by this Honorable Court in the case entitled "IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR, 1984, ETC.", Equity No.

CLERK OF COURT
1986 OCT 29 PM 2:41
QUEEN ANNE'S COUNTY

7627; and after the passage of twelve (12) calendar months and one (1) day, the Defendant, Norma H. Allan having failed to redeem the subject property, the said William H. Tolson did execute the aforementioned deed attached hereto as Plaintiff's Exhibit No. 1.

4. That Norma H. Allan acquired title to the subject property by deed from the Chester River Development Company, Inc., dated October 30, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 51 folio 47. a copy of said deed is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 2.

5. That the Chester River Development Company, Inc., acquired title to the subject property by deed from Charles M. Bright and Elizabeth S. Bright, his wife, dated May 21, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 32. A copy of said deed is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 3.

6. That a search of the records of the Treasurer's office for Queen Anne's County reveals that if the said Norma H. Allan still exists, her last known address is - c/o Margueritte Brittian, 1991 Bluebell Drive, Santa Rosa, California 95401.

7. That there is a cloud on the title on the subject property because the Queen Anne's County tax sale law (Section 6-14, et. seq. of the Code of Public Local Laws of Queen Anne's County), at the time of the sale of the subject property, was not constitutional.

8. That ever since the 22nd day of April, 1986, the said Raymond P. Chambers and his predecessors in title as aforementioned, have continued to claim and use the "subject property" openly, adversely and notoriously to all the world under color of title and by claim of adverse possession for the statutory period; that to the knowledge of your Plaintiff, no one else has ever claimed title or other interest in the lands owned by him.

9. That no other action is now pending to test the validity or to quiet title or remove the cloud from the title to the above described lands claimed by the said Raymond P. Chambers.

10. That the said Raymond P. Chambers is in constructive possession of his property, which is now vacate and unoccupied.

WHEREFORE, your Plaintiff prays as follows:

a. Declare that the Plaintiff is the absolute owner of the "subject property" under color of title and/or by adverse possession for the statutory period, with the right of absolute disposition.

b. Quiet title to the "subject property" and remove any cloud therefrom.

c. Enjoin the defendants, or anyone claiming by, through, or under them from asserting any action of law against the "subject property".

19 93

d. Grant such other and further relief as the nature of this cause may require.



David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
301-758-0680
Attorney for Plaintiff

PLAINTIFF'S EXHIBIT NO. 1

DOCUMENT NO. 28,744

250 79

REC'D BY: R.K. CHAMBERLAIN
APR 25 AM 11:46
IN ANNE'S COUNTY

DEED	ON
RECORD FEE	12.00
POSTAGE	.50
SALES TAX	4.40
NOTARIAL	2.75
	19.65

THIS DEED, Made this 22nd day of August 1986, by and between WILLIAM H. TOLSON, Treasurer of Queen Anne's County, State of Maryland, party of the first part; and RAYMOND P. CHAMBERS, of Queen Anne's County, Maryland, party of the second part;

WHEREAS, on the day of sale hereinafter mentioned there was due and owing certain monies for State and County taxes due and in arrears, including interest and costs, on the hereinafter described property assessed in the name of Norma H. Allan; and

WHEREAS, William H. Tolson, County Treasurer of Queen Anne's County, did, pursuant to the power and authority vested in him, as such Treasurer, by the Public Local Laws of Queen Anne's County, at a public sale made by him and in his official capacity and in execution of the power and authority vested in him as aforesaid, held on May 15, 1984, sell the hereinafter described property unto George Nallet, he being then and there the highest bidder therefor, at and for the sum of FIVE HUNDRED FIFTY DOLLARS (\$550.00), for the purpose of paying and satisfying the said State and County taxes then due and in arrears thereon; and

WHEREAS, the said sale has been duly reported to and after publication of the Order Nisi was finally ratified by the Circuit Court for Queen Anne's County on July 25, 1984 in a proceeding therein entitled "IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1984, ETC.," being Equity No. 7627.

WHEREAS, the owner or owners thereof and/or his or their personal representatives, have failed to redeem the same within the period of twelve (12) calendar months and one (1) day from the date of such sale; and

WHEREAS, the said Raymond P. Chambers having fully paid the purchase price for the hereinafter described property unto the said William H. Tolson, County Treasurer as aforesaid, the receipt of which is hereby acknowledged, is entitled to a deed of conveyance for said property.

NOW, THEREFORE, THIS DEED WITNESSETH: that for and in consideration of the premises and the sum of FIVE HUNDRED FIFTY DOLLARS (\$550.00), the receipt of which is hereby acknowledged, the said William H. Tolson, County Treasurer of Queen Anne's County, Maryland, in execution of the power and authority in him vested as aforesaid, does hereby grant and convey unto the said Raymond P. Chambers, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL those lots of the ground, situate, lying and being in Queen Anne's County, aforesaid, and described as follows, that is to say:

BEING known as Lots No. 21 and 22, Section B, as shown on the Plat of Chester River Beach dated April, 1952, which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 12.

BEING all the same lands conveyed by The Chester River Development Company, Inc., to Norma H. Allan by deed dated October 30, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 51 folio 47.

511966 reg. recorded to Deacon & Shapley
115 Chambers Ave
Centerville Md 21017

188 250 19 80 95

SUBJECT however to the legal operation and effect of restrictions contained in a Deed dated June 24, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 252 from The Chester River Development Company, Inc., unto Herman A. Thompson.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said lands and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the party of the second part, Raymond P. Chambers, his heirs and assigns, in fee simple.

AS WITNESS the hand and seal of said Grantor.

WITNESS:

Patricia H. Meyers *William H. Tolson* (SEAL)
William H. Tolson, Treasurer
of Queen Anne's County,
Maryland

STATE OF MARYLAND

TO WIT:

COUNTY OF Queen Anne's

I HEREBY CERTIFY, that on this 22nd day of April, 1986, before me, the subscriber, a Notary Public as aforesaid, personally appeared William H. Tolson, Treasurer of Queen Anne's County, Maryland, and he acknowledged that he executed the foregoing Deed in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Patricia H. Meyers
NOTARY PUBLIC
My Commission Expires: 7-1-88

NO TITLE EXAMINATION



TAXES LEVIED AS OF 4/22/86
PAID TO *Wm. H. Tolson*
30/1/86
Treasurer of Queen Anne's Co.

RECEIVED FOR TRANSACTIONS
THIS 25 DAY OF April 1986
Spencer D. Wood
Spencer D. Wood, Clerk
Queen Anne's County

PLAINTIFF'S EXHIBIT NO. 2

43,354 .

RECEIVED FOR RECORD Nov 12 1959
PER-MULLEN DEED - COOK - (City of Queen) - 00

LIBER 51 PAGE 476



This Deed, Made this 30TH day of October
in the year one thousand nine hundred and fifty-nine , by and between

The Chester River Development Company, Inc., a body corporate
of **in the State of Maryland,** of the first part, and
Norma H. Allan of Queen Anne's County
of the second part.

Witnesseth, that in consideration of the sum of \$5.00 and other good and valuable
considerations
the said party of the first part
does grant and convey unto the said party of the second part, her



heirs and assigns, in fee simple, all those lots of the ground, situate, lying and being in
Queen Anne's County , aforesaid, and described as follows, that is to say:—

~~XXXXXXXXXXXX~~
BEING known as Lots Nos. 21 and 22, Section B, as shown on
the Plat of Chester River Beach dated April, 1952, which Plat is recorded among
the Land Records of Queen Anne's County in Liber T. S. P. No. 5, folio 12.

BEING two of the lots which by Deed dated May 21, 1952 and
recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 5,
folio 32 were granted and conveyed by Charles M. Bright and Elizabeth S. Bright,
his wife unto the Chester River Development Company, Inc.

SUBJECT however to the legal operation and effect of
restrictions contained in a Deed dated June 24, 1952 and recorded among the
Land Records of Queen Anne's County in Liber T. S. P. No. 5, folio 252 from The
Chester River Development Company, Inc., unto Herman A. Thompson.

*Original mailed to Mrs. Nicholson, Whiteford & Taylor
200 Maryland Bldg.
Baltimore, Md.
11-23-59*

LIBER 51 PAGE 477

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, her

heirs and assigns, in fee simple.

And the said party of the first part hereby covenants that ~~XX~~ it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it ~~XX~~ will warrant specially the property granted and that it ~~XX~~ will execute such further assurances of the same as may be requisite.

Corporate Witness the ~~XXXXXX~~ Seal of said grantor duly attested and the signature of Harry M. Greif, its President.

TEST:

John J. Larkin

THE CHESTER RIVER DEVELOPMENTAL COMPANY, INC.

BY: *Harry M. Greif*
Harry M. Greif
President

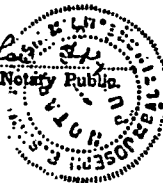


STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 30th day of October in the year one thousand nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Harry M. Greif, President of The Chester River Development Company, Inc.

the above named grantor, and he acknowledged the foregoing Deed to be the act of said body corporate. As Witness my hand and Notarial Seal.

Joseph B. ...
Notary Public



PLAINTIFF'S EXHIBIT NO. 3

.....
#31,669. QUEEN ANNE'S COUNTY, TO
WIT: Be it remembered that on this Twenty First day of May, in the year nineteen hundred and fifty two, the following Deed was brought to be recorded, to wit:-

Four-Ten Dollar, Two-Five Dollar, One-Three Dollar and One-Two Dollar Int. Rev. Stamps. Endorsed HCB 5/21/52.

Ten-Five Dollar Fifty Cent Recordation Tax Stamps. Endorsed HCB.

THIS DEED made this 21st day of May in the year nineteen hundred and fifty-two, by CHARLES M. BRIGHT and ELIZABETH S. BRIGHT, his wife, of Queen Anne's County, State of Maryland;

WITNESSETH, that for and in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Charles M. Bright and the said Elizabeth S. Bright, his wife, do hereby grant and convey unto and to The Chester River Development Company, Inc., a body corporate, duly incorporated under the laws of the State of Maryland, its successor, successors or assigns, in fee simple;

ALL those two tracts or lots of land situate, lying and being in the Fifth Election District of Queen Anne's County, at or near Grasonville, more particularly described as follows, to wit:

TRACT NO. 1. ALL that farm known as Lloyd Ford Farm, Barbara Choice or by whatsoever other name known, beginning for the same at a point on the Westerly mean high water line of Winchester Crsak, where the same is intersected by the lands herein described and those of the late Charles R. Stafford's Estate, and running thence by, with and over the waters of Winchester Creek the four following courses and distances; North 50 degrees 42 minutes East 400.00 feet to a point of land; thence North 50 degrees 19 minutes East 530 feet to a point of land; thence North .05 degrees 28 minutes East 510 feet to a point of land; thence North 16 degrees 42 minutes East 1377.60 feet to the mouth of Winchester Creek and to the waters of Chester River; thence by, with and over the waters of Chester River the six following courses and distances; North 74 degrees 37 minutes West 960.00 feet to a point of land; thence North 84 degrees 50 minutes West 615.00 feet to a point of land; thence South 73 degrees 20 minutes West 525.00 feet to a point on shore line; thence South 69 degrees 17 minutes West 972.20 feet to a point on shore line; thence South 76 degrees 35 minutes West 865.00 feet to a point on shore line; thence South 85 degrees 20 minutes West 820.00 feet to a point of land between the waters of Chester River and those of Jackson Creek; thence by, with and over the waters of Jackson Creek the two following courses and distances; South 09 degree 55 minutes West 720 feet to a point of land; thence South 23 degrees 09 minutes East 155.00 feet to the center of the mouth of a gut that drains an inland pond in marsh; and to the line of lands of William M. Smith; thence by and with the lands of the said William Smith the four following courses and distances; South 84 degrees 35 minutes East 907.10 feet to a 6x6 concrete monument; thence North 12 degrees 36 minutes East 186.60 feet to a 6x6 concrete monument; thence South 79 degrees 39 minutes East 229.80 feet to a 6x6 concrete monument; thence South 01 degrees 47 minutes East 1251.70 feet to a 6x6 concrete

Original from - 8/03 High Road, Baltimore, Md. 7-24-52

monument set in the line of lands of G. Percy Sadler; thence by and with the lands of said Sadler the five following courses and distances; North 45 degrees 31 minutes East 1165.90 feet to a 6x6 concrete monument; thence North 70 degrees 30 minutes East 165.00 feet to a 6x6 concrete monument; thence North 33 feet to a 6x6 concrete monument; thence North 73 degrees 30 minutes East 235.10 feet to a 6x6 concrete monument; thence South 43 degrees 34 minutes East 1309.20 feet to the line of the lands of the late Charles R. Stafford; thence by and with the said Stafford land the two following courses and distances; North 04 degrees 37 minutes East 47.60 feet to a point; thence North 79 degrees 17 minutes East 104.00 feet to the point of beginning; containing 179.480 Acres of land, more or less; less 9,000 waters acres included with said survey;
170,480 Acres Net.

BEING the same land granted and conveyed to the said Charles M. Bright and Elizabeth S. Bright, his wife, by DEED bearing date November 15th, 1951, from Kent Inland Shores, Inc., and recorded in Liber T.S.P. No. 3, folio 288, etc., a land record book for Queen Anne's County.

TRACT NO. 2. Adjacent to Tract No. 1 and more particularly described by metes and bounds, courses and distances as follows, to wit: BEGINNING for same at a point in the center of the present road leading to the Ford Farm at the Northerly end of the County Road, which road extends to the culvert under road that drains the County ditch and running thence by and with the center line of the private roadway to the Ford Farm the two following courses and distances; North 18 degrees 14 minutes West 147.20 feet to a point; thence North 02 degrees 50 minutes East 257.50 feet to a point on the division line of the Ford Farm and the lands of G. Percy Sadler; thence South 43 degrees 34 minutes East 26.70 feet; thence paralleling and 20 feet from the center line of the said road the two following courses and distances; South 02 degrees 50 minutes West 236.00 feet to a point; thence South 18 degrees 14 minutes East 108.60 feet to a point at the North end of the public road; thence by and with the end of the said public road South 11 degrees 34 minutes West 40.20 feet to the point of beginning, containing 6560 square feet of land, more or less;

BEING the same land granted and conveyed to these grantors by DEED bearing date July 30th, 1951, from Avis E. Stafford Cole et al and recorded in Liber T.S.P. No. 3, folio 407, etc., a land record book for Queen Anne's County.

TOGETHER with all buildings and improvements thereon erected, made or being and all right, roads, alleys, ways, waters, privileges and advantages thereunto attached or appertaining to the same.

TO HAVE and TO HOLD the aforesaid premises, improvements, appurtenances and advantages unto the use and benefit of the said THE CHESTER RIVER DEVELOPMENT COMPANY, INC., its successor, successors, or assigns, in fee simple, forever.

AND the said Charles M. Bright and the said Elizabeth S. Bright, his wife, do hereby covenant that they have not done nor suffered to be done by others any act or thing to encumber said real estate, that they will warrant the same specially and will execute such other and further assurances of title to the same as may or may become requisite or necessary.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed our seals.

WITNESS (as to Grantors)

KATHERINE C. O'NEAL

CHARLES M. BRIGHT (SEAL)
Charles M. Bright

KATHERINE C. O'NEAL

ELIZABETH S. BRIGHT (SEAL)
Elizabeth S. Bright

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

TO WIT:

I HEREBY CERTIFY that on this 21 day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles M. Bright and Elizabeth S. Bright, his wife, and each acknowledged the foregoing DEED to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year last above written.

Notary Public Seal.

KATHERINE C. O'NEAL NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 4 - 1953

~~Partial Release of above Mortgage is recorded in Liber T. S. P. No. 8, folio 58, a Land Record Book for Queen Anne's County.~~

~~Partial Release of above Mortgage is recorded in Liber T. S. P. No. 9, folio 84, a Land Record Book for Queen Anne's County.~~

~~Partial Release of above Mortgage is recorded in Liber T. S. P. No. 9, folio 489, a Land Record Book for Queen Anne's County.~~

~~Partial Release of above Mortgage is recorded in Liber T. S. P. No. 10, folio 251, a Land Record Book for Queen Anne's County.~~

~~FURTHER releases are recorded in this Liber on folio 603.~~

QUEEN ANNE'S COUNTY, TO

WIT: Be it remembered that on this Twenty First day of May, in the year nineteen hundred and fifty two, the following Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE made this 21 day of May, in the year nineteen hundred and fifty-two, by THE CHESTER RIVER DEVELOPMENT COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Maryland;

WHEREAS, the said The Chester River Development Company, Inc., is bona fide indebted to Charles M. Bright and Elizabeth S. Bright, his wife, in the full and just sum of Forty Thousand (\$40,000.00) Dollars being the balance of the unpaid purchase money for the real estate herein described, which by deed of even date was granted and conveyed to the said body corporate by these Mortgagees, and which Deed is intended to be recorded just prior to this Mortgage;

AND WHEREAS, it was a condition to the purchase of said real estate and the granting and conveyance of same that this Mortgage was to be given to more effectually assure and secure the payment of said unpaid purchase money with interest thereon at the rate of Five 5% per centum, per annum, payable semi-annually in the following manner;

THE SUM of Twenty-Five Hundred (\$2500.00) Dollars of said principal Mortgage indebtedness to be paid on May 25th, 1954, and a like amount on the 25th day of May in each and every year thereafter until full payment of said Mortgage indebtedness and interest thereon to accrue is fully paid and satisfied, provided however, that should the said body corporate, its successor, successors, or assigns pay to the said Mortgagees, their personal representatives or assigns the sum of \$2500.00 for the releases of lots as hereinafter provided, it being the intention of the Mortgagor to divide the land herein described into lots and sell same, on or before the 25th day of May in any year, during this Mortgage, then the further payment of \$2500.00 on May 25th of that year is hereby waived, it being the intention of the parties hereto to reduce said principal Mortgage indebtedness by at least the payment of \$2500.00 in each and every year after 1953, and the said Mortgagees, for themselves, their personal representatives and/or assigns covenant with the said Mortgagor, its successor, successors, or assigns to release any and all lots, into which said hereinafter described real estate may be subdivided upon the following terms and conditions, to wit:

A - That no release shall be applied for or given for less than fifty (50) feet frontage on river or creek property with a depth of not over five hundred (500) feet from said shore line;

B- That in consideration of the release or releases so granted there shall be paid by the Mortgagor, its successors, successor or assigns the sum of Five Hundred (\$500.00) Dollars for each Fifty (50) feet parcel of river or creek property, so released, together with interest thereon at 5% to the date of the next semi-annually interest period;

C- That the expenses of preparing said releases shall be born by the mortgagor, its successor, successors or assigns;

D- That the releases so prepared shall release only the land so intended to be released and shall not affect in anywise the remaining land;

E- That no release shall be given unless the interest on this Mortgage and all taxes are paid;

F- That the said Mortgagor, its successor, successors or assigns shall receive full credit on said principal Mortgage indebtedness for all sums paid in securing said releases and all interest paid shall cease on the amount or amounts so paid.

THE privilege is hereby given to the Mortgagor, its successor, successors or assigns to pay all monies due hereunder in full at interest period.

NOW THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, the said body corporate, THE CHESTER RIVER DEVELOPMENT COMPANY, INC., does hereby grant and convey unto and to the said Charles M. Bright and Elizabeth S. Bright, his wife, as tenants by the entirety and not as tenants in common, in fee simple, the following described real estate, to wit:

ALL those two tracts of land situate, lying and being in the Fifth

Original of same in Liber T. S. P. No. 10, folio 251, a Land Record Book for Queen Anne's County, Md. 7-24-52

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 96-CO804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

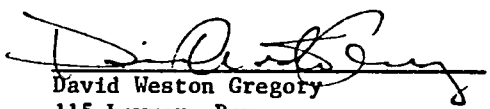
and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND
Defendants

MOTION FOR SERVICE BY POSTING

Raymond P. Chambers, Plaintiff, by David Weston Gregory, his attorney, pursuant to Maryland Rule 2-122, requests that this Court permit service by posting a copy of an Order of Posting upon the subject property. The grounds of the Motion are as follows:

1. As indicated in the Complaint filed herewith, the only known Defendant to this action is Norma H. Allan.
2. In order to properly notify the community of pendency of this action, the Plaintiff has included any persons claiming to have an interest in the subject real estate, which requires notice by posting.
3. While service of process will be attempted on Defendant, Norma H. Allan pursuant to Maryland Rule 2-121 (a), the Affidavits filed with this Motion, indicate that there is a question as to whether said Defendant, Norma H. Allan still exists, and if so, whether her last known address is correct, therefore making it necessary to attempt to notify the Defendant, Norma H. Allan of the pendency of this action by posting the subject property.


 David Weston Gregory
 115 Lawyers Row
 Centreville, Maryland 21617
 Telephone: 301-758-0680
 Attorney for Plaintiff

19 102

ORDER

ORDERED, this 3rd day of November, 1986, that reasonable efforts have been made to locate the Defendants referred to in this Complaint, and the attached Affidavits, and said efforts have been made in good faith, and that in addition to service of process upon Defendant, Norma H. Allan, pursuant to Maryland Rule 2-121 (a), service of process upon Defendant, Norma H. Allan, and upon the last category of Defendants listed in the captioning of this Complaint may be made upon said Defendants by posting a copy of the Notice upon the subject property pursuant to Maryland Rule 2-122.

Cayton Carter
JUDGE

RECEIVED
CLERK, CIRCUIT
1986 NOV -5 AM 9:07
QUEEN ANNE'S COUNTY

19 103

RAYMOND P. CHAMBERS
1305 Harmony Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. A-00874

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND

Defendants

AFFIDAVIT

State of Maryland, County or City of Anne Arundel, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared Raymond P. Chambers, the Plaintiff in the above captioned case, and he did make oath in due form of law that to the best of his knowledge, information and belief all known Defendants have been listed in the captioning of his Complaint to Quiet Title, however, in order to notify the community at large and anyone else having or claiming to have any interest in the subject property, service by posting the subject property as provided for in Maryland Rule 2-122 (a) (3) is necessary.

Raymond P. Chambers
RAYMOND P. CHAMBERS, Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME, this 27 day of October,
1986.

Ray W. Dudley
NOTARY PUBLIC

My Commission Expires: 7-1-90

19 201 104

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-CV-804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND

Defendants

AFFIDAVIT

State of Maryland, County ~~or City~~ of Caroline, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared David Weston Gregory, the Attorney for Plaintiff in the above captioned case, and he did make oath in due form of law that to the best of his knowledge, information and belief all known Defendants have been listed in the captioning of Plaintiff's Complaint to Quiet Title. Your Affiant further avers that he has had discussions with the Clerks in the Treasurer's Office for Queen Anne's County and that the Clerks have a question in their mind as to whether or not the Defendant, Norma H. Allan ever received the Notice of the Tax Sale and the Notice of her right to redeem the subject property subsequent to the tax sale referred to in Plaintiff's Complaint; and he further avers that he personally contacted the directory information for Santa Rosa, California and found that no telephone listing for the Defendant, Norma H. Allan or Margueritte Brittian exists in that City. Therefore, in order to notify the Defendant, Norma H. Allan, if she still exists, and the community at large and anyone else having or claiming to have any interest in the subject property, service by certified mail, restricted delivery- show to whom, date, address of delivery, pursuant to Maryland

19 OCT 1986

Rule 2-122 (a) and service by posting the subject property as provided for in Maryland Rule 2-122 (a) (3) is necessary.


David Weston Gregory, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, this 29th day of October, 1986.


NOTARY PUBLIC

My Commission Expires: 7/1/1990

19 106

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 21-C-0874

vs.

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

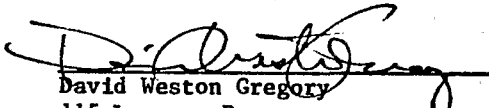
and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND

Defendants

LINE TO CLERK

Madam Clerk: Please issue Service of Process on Defendant, Norma H. Allan, pursuant to Maryland Rule 2-121 (a) "Certified Mail, Restrictive Delivery-Show To Whom, Date, Address of Delivery".


David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

19 ^{PAGE} 107
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

WRIT OF SUMMONS

Case Number 86-00804

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name NORMA H. ALLAN

Address c/o Margueritte Brittian, 1991 Bluebell Drive, Santa Rosa, California 95401

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by RAYMOND P. CHAMBERS, 1305 Harmon Lane, Annapolis, Maryland 21401
(Name and Address)

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued October 29, 1986

Marguerite St. Menkin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND

Defendants

NOTICE

ORDERED, by the Circuit Court for Queen Anne's County: this 5th
day of November, 1986,

That the Defendants and all other persons having or claiming to have an interest in the subject property described in the Complaint filed herein and also known as Lot Nos. 21 and 22, Section B, Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland, are hereby notified that Raymond P. Chambers has filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visible, notorious and continuous possession thereof for more than twenty (20) years, and have requested the Court to Quiet Title to the above described parcels and remove any cloud therefrom, and further relief.

Norma H. Allan and all others persons having or claiming to have an interest in Lot Nos. 21 and 22, Section B, Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland, are hereby warned that they are to file a response to this proceeding on or before the 15th day of December, 1986, and that failure to file a response within the time allowed may result in the Judgment by Default or the granting of the relief sought.

Margueritte H. Markin
CLERK

Filed: November 5, 1986

RAYMOND F. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND
Defendants

CERTIFICATE OF POSTING

I HEREBY CERTIFY, that on the 10th day of November, 1986, I, Lt. William D. Foster, of the Queen Anne's County Sheriff's Department did post copies of the attached Notice in a conspicuous place on the real property described therein pursuant to the Maryland Rules of Procedure; and furthermore said Notices were physically posted so that they could be seen from Winchester Road.

William D. Foster

Lt. William D. Foster

IN WITNESS WHEREOF
CLERK OF CIRCUIT COURT
1986 NOV 10 PM 1:59
QUEEN ANNE'S COUNTY

19 110

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND

Defendants

NOTICE

ORDERED, by the Circuit Court for Queen Anne's County: this 5th
day of November, 1986,

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Norma H. Allan and all others persons having or claiming to have an interest in Lot Nos. 21 and 22, Section B, Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland, are hereby warned that they are to file a response to this proceeding on or before the 15th day of December, 1986, and that failure to file a response within the time allowed may result in the Judgment by Default or the granting of the relief sought.

MARGUERITE W. MANKIN

CLERK

Filed: November 5, 1986

TRUE COPY. TEST:
MARGUERITE W. MANKIN, CLERK

BY Litty M. Conroy
CLERK

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S COUNTY,
MARYLAND

Defendants

SERVICE OF PROCESS-RETURN

Raymond P. Chambers, Plaintiff, by David Weston Gregory, his attorney, represents unto this Honorable Court as follows:

1. That Service of Process upon the Defendant, Norma H. Allan, was attempted pursuant to Maryland Rule 2-121 (a), by mailing by certified mail, "restricted delivery-show to whom, date, address of delivery", this Court's summons to her along with copies of Plaintiff's Complaint to Quiet Title and all Exhibits thereto.

2. The aforesaid summons and copies of pleadings and the exhibits thereto, were sent as described in Paragraph No. 1, above, to the Defendant, Norma H. Allan, c/o Margueritte Brittian at 1991 Bluebell Drive, Santa Rosa, California, 95401, the Defendant's last known address, on October 31, 1986.

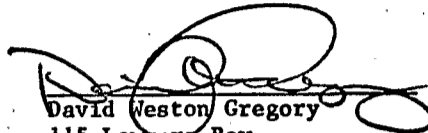
3. That the undersigned received the return receipt, which is attached to this pleading, showing that Mrs. Margueritte Brittian signed for the summons and copies of the pleadings and exhibits sent to the Defendant, Norma H. Allan.

4. That Service of Process upon the Defendant, Norma H. Allan, and the last category defendants named in the captioning of this case, was made by posting the subject property pursuant to Maryland Rule 2-122, as is evidenced by the Certificate of Posting previously filed in this

RECEIVED
CLERK, CIRCUIT COURT

1987 JAN -8 PM 4: 12
QUEEN ANNE'S COUNTY

5. The Plaintiff knows of no other address where the Defendant, Norma H. Allan, may be served, nor whether the said Norma H. Allan still exists.



David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
301-758-0680
Attorney for Plaintiff

19 113

P 100 194 623

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery.

3. Article Addressed to:
 NORMA H ALLEN

4. Type of Service: Article Number
 Registered Insured 8-107-194-623
 Certified COD
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X Mrs. Marjorie Brittain

6. Signature - Agent
 X RESTRICTED DELIVERY

7. Date of Delivery
 11-10

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-945
DOMESTIC RETURN RECEIPT

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982

Sent to	Norma H. Allen
Street and No.	1991 Bluebell Dr
P.O., State and ZIP Code	Santa Rosa Calif 95401
Postage	\$ 73
Certified Fee	75
Special Delivery Fee	
Restricted Delivery Fee	125
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	90
TOTAL Postage and Fees	\$363
Postmark or Date	NOV 10 1983 USPS

19 JAN 114

RAYMOND P. CHAMBERS
1305 Harmon lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S COUNTY,
MARYLAND

Defendants

REQUEST FOR ORDER OF DEFAULT

Raymond P. Chambers, Plaintiff, by David Weston Gregory, his attorney, requests this Court enter an Order of Default against the Defendants listed on Plaintiff's Complaint to Quiet Title, and in support thereof states:

1. That on November 3, 1986, this Honorable Court signed an Order for Service of Process upon the above mentioned Defendants by posting a copy of the Notice upon the subject lands pursuant to Maryland Rule 2-122; said Notice was posted upon the subject lands in a conspicuous place thereon by Lt. William D. Foster of the Queen Anne's County Sheriff's Department on the 10th day of November, 1986. Said Notice required the above mentioned Defendants to file a response to this proceeding on or before the 15th day of December, 1986.

2. That Service of Process was also attempted upon the Defendant, Norma H. Allan, pursuant to Maryland Rule 2-121 (a) by mailing a summons and copies of the Complaint to Quiet Title and all pleadings and exhibits thereto, by Certified Mail, "restricted delivery-show to whom, date, address of delivery", at her last known address, which was, in c/o Margueritte Brittian at 1991 Bluebell Drive, Santa Rosa, California, 95401.

3. That a return receipt was received showing that the said Margueritte Brittian signed for the package containing this Court's summons, copies of the Complaint to Quiet Title and all pleadings and

RECEIVED
CLERK'S OFFICE
1987 JAN -8 PM 4:10
QUEEN ANNE'S COUNTY

exhibits attached thereto, despite the fact that said package was marked "restricted delivery".

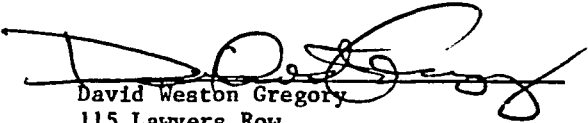
4. That this Request for Order of Default is supported by an Affidavit of Patricia G. Meyers, Deputy Clerk for the Treasurer's Office of Queen Anne's County, which states therein that the last known address for Norma H. Allan was in c/o Margueritte Brittian at 1991 Bluebell Drive, Santa Rosa, California 95401; and which further states that in the month of November, 1986, the said Margueritte Brittian did speak by telephone with Mrs. Patricia G. Meyers, and advised Mrs. Meyers that although she did at one time know the said Norma H. Allan, she no longer knew the whereabouts of Norma H. Allan, nor whether Ms. Allan had any relatives, and she did further state to Mrs. Meyers that she did not know whether the said Norma H. Allan was in fact, still alive.

5. That the Plaintiff has made every possible effort to locate the Defendant, Norma H. Allan, and in good faith, has attempted to serve process upon her pursuant to Maryland Rule 2-121 (a), but to no avail.

6. The time for pleading by all Defendants pursuant to Maryland Rule 2-122 has expired.

7. The Defendants have failed to plead as provided under the Maryland Rules.

WHEREFORE, your Plaintiff prays this Honorable Court enter an Order of Default against Defendants.


David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S COUNTY,
MARYLAND

Defendants

AFFIDAVIT

STATE OF MARYLAND

COUNTY OR CITY OF Queen Anne's TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public as aforesaid, personally appeared Patricia G. Meyers, the Deputy Clerk for the Treasurer's Office of Queen Anne's County, and she did make oath in due form of law that to the best of her knowledge, information and belief the last known address of the Defendant, Norma H. Allan, was in c/o Margueritte Brittian, 1991 Bluebell Drive, Santa Rosa, California 95401. Your Affiant further avers that she was contacted by telephone, during which she believes to be the month of November, 1986, by Margueritte Brittian, and the said Margueritte Brittian did advise her that she did not know the whereabouts of the said Norma H. Allan nor did she know if the said Norma H. Allan was still alive; the said Margueritte Brittian further advised your Affiant that she did not know the existence of any relatives or heirs of the said Norma H. Allan.

Patricia G. Meyers
PATRICIA G. MEYERS

SUBSCRIBED AND SWORN TO BEFORE ME this

9th day of Jan, 1987.

Ruth E. Vookell
NOTARY PUBLIC
My Commission Expires: 7/1/90

19 117

RAYMOND P. CHAMBERS
1305 Harmon lane
Annapolis, Maryland 21401
Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

CIVIL ACTION NO. 86-00804

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING
OR CLAIMING TO HAVE AN
INTEREST IN LOT NOS. 21
and 22, SECTION B, CHESTER
RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S COUNTY,
MARYLAND

Defendants

ORDER OF DEFAULT

The Defendants, Norma H. Allan, et.al., having been duly summonsed to answer to the Complaint filed in this cause and having failed to plead within the time provided by a Notice posted on the subject property, and the Plaintiff having requested in writing an Order for Default, it is

ORDERED this 13th day of January, 1987, by the Court, that:

1. An Order of Default shall be entered against the Defendants in favor of the Plaintiff for the relief requested in Plaintiff's Complaint.
2. Compliance by the Clerk with Rule 2-613 (b) is not required because the whereabouts of the Defendants are unknown.
3. If no motion to vacate this Order of Default is filed within 30 days after its entry, the Plaintiff shall present a written Judgment by Default granting the relief requested in the Complaint with exhibits.

RECEIVED
CLERK, CIRCUIT COURT

1987 JAN 14 AM 9:27

QUEEN ANNE'S COUNTY

Clayton Carter
JUDGE

RAYMOND P. CHAMBERS
1305 Harmon Lane
Annapolis, Maryland 21401
Plaintiff

vs.

NORMA H. ALLAN
c/o Margueritte Brittian
1991 Bluebell Drive
Santa Rosa, California 95401

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN LOT NOS. 21 and 22, SECTION B,
CHESTER RIVER BEACH SUBDIVISION,
GRASONVILLE, FIFTH ELECTION
DISTRICT, QUEEN ANNE'S COUNTY,
MARYLAND

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CIVIL ACTION NO.

86-00804

JUDGMENT BY DEFAULT

This Cause, standing ready for an Order, the Court having read and considered the Complaint, and the Exhibits attached thereto, and the neglect of the Defendants to file an Answer herein and the passage of the Order of Default against them constituting an admission of the truth of each and every allegation of the Complaint; the Court is satisfied that it has jurisdiction to enter judgment and that notice by the Clerk is unnecessary because the Defendants are unknown, whereupon the Court finds that the Plaintiff is entitled to a judgment by default for the relief requested in the Complaint against Norma H. Allan, and All Other Persons Having Or Claiming To Have An Interest In Lot Nos. 21 And 22, Section B, Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland, who have, in effect, admitted to the allegations in the Complaint and there is no need to conduct a hearing thereon.

IT IS, this 13th day of February, 1987, by the Circuit Court for Queen Anne's County, ORDERED, that judgment by default be entered as follows:

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CLERK OF CIRCUIT COURT

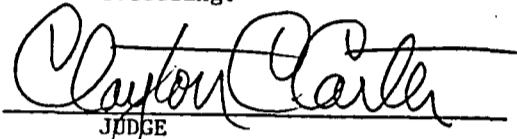
1987 FEB 13 11:57

QUEEN ANNE'S COUNTY

1. Raymond P. Chambers is the absolute owner, with the right of disposition, of the properties described as Lots Nos. 21 and 22, Section B, Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland, with the right to quietly enjoy the same, without any cloud thereon.

2. The Defendants, Norma H. Allan and All Others Persons Having Or Claiming To Have An Interest In Lot Nos. 21 and 22, Section B, Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland, are enjoined from asserting any action at law or otherwise against the property described as Lot Nos. 21 and 22, Section B, Chester River Beach Subdivision, Grasonville, Fifth Election District, Queen Anne's County, Maryland.

3. Plaintiff shall pay the cost of this Proceeding.


JUDGE

19 120

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY , MARYLAND

Barbara A. Oosterhout
Deborah K. Curran
Substitute Trustees

Plaintiffs

vs.

Civil No. 86-00746

Frederick James Bunnell and
Barbara A. Bunnell
573 Somerset Road
Stevensville, Maryland 21666
Defendants

CIVIL 8600746H
CIV FEES 70.00
CHECK/MO 70.00
#186560 C001 R01 T15:06
09/05/86

Proceedings to foreclosure under the terms
of a Deed of Trust recorded among the Land
Records of QUEEN ANNE COUNTY , Maryland in
mwh No 201
Liber at folio 429.

Mr. Clerk:

Kindly docket suit in the above entitled cause, file the Deed of
Trust handed you herewith, and bond when approved.

Barbara A. Oosterhout

Barbara A. Oosterhout
9418 Annapolis Road
Lanham, Maryland 20706
(301) 459-2529

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CLERK'S OFFICE
1986 SEP -5 PM 3:12
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT
FOR QUEEN ANNE COUNTY, MARYLAND

Deborah K. Curran
Barbara A. Oosterhout
Substitute Trustees

vs.

CIVIL NO.

Frederick James Bunnell and
Barbara A. Bunnell
Defendants

STATEMENT OF DEED OF TRUST DEBT

Statement of Deed of Trust claim of Weaver Bros., Inc. under Deed of Trust from Frederick James Bunnell and Barbara A. Bunnell to Donald G. West, J. Ronald Weismiller and Martin R. West, III dated August 19, 1983 and recorded among the Land Records of QUEEN ANNE COUNTY in Liber No. 201 Folio 42 said Donald G. West, J. Ronald Weismiller and, Martin R. West, III, the Original Trustees, having been replaced by Deborah K. Curran and Barbara A. Oosterhout as Substitute Trustees by Deed of Appointment executed by Weaver Bros., Inc.

Principal amount of debt.....	\$ 59,900.00
Less payments on account.....	\$ 399.72
Balance due on principal.....	\$ 59,500.28
Interest from 01/01/86 thru 07/31/86.....	\$ 4,666.12
Late Charges through 07/31/86.....	\$ 183.00
Plus/Less escrow deficit/balance.....	\$ 416.92
Inspection Fee.....	\$ 17.25
Net Balance Due.....	\$ 63,949.73

Daily interest rate is: \$ 22.01

I SOLEMNLY AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING PAPER ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

WEAVER BROS., INC.

By Judith D. Kowalski
Name Judith D. Kowalski
Title Assistant Secretary

RECEIVED
CLERK'S OFFICE
1533 SEP -5 PM 3:13
QUEEN ANNE'S COUNTY

19 122

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY,
MARYLAND

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

Barbara A. Oosterhout
Deborah K. Curran
Substitute Trustees

Plaintiffs

vs.

Civil No.

Frederick James Bunnell and
Barbara A. Bunnell

Defendants

STATE OF MARYLAND, COUNTY OF Montgomery
I HEREBY CERTIFY that, before me, the subscriber, a Notary
Public in and for said State and County, personally
appeared Judith D. Kowalski, Assistant Secretary, and made oath in due form of law
that ~~he~~ ~~or~~ she knows the defendant(s) herein, and that to the
best of ~~his~~ ~~or~~ her information, knowledge and belief:

- (1) Said defendant(s) ~~is~~ are not in the military service of the United States;
- (2) Said defendant(s) ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended; and
- (3) Said defendant(s) ~~is~~ are not a member or members of the Enlisted Reserve Corps who ~~has~~ have been ordered to report for military service.

Judith D. Kowalski
Judith D. Kowalski Affiant
Assistant Secretary

Subscribed and sworn to before me this 28th day
of July, 1986.

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CLERK, CIRCUIT COURT
1986 SEP -5 PM 3:13
QUEEN ANNE'S COUNTY

Carol A. Davidson
Notary Public
CAROL A. DAVIDSON

My Commission Expires July 1, 1990

19 123 1

VA Form 26-6318d (Home Loan)
Revised Jun 1974
Use Optional Section
1810, Title 38, U.S.C.
Acceptable to Federal
National Mortgage
Association

MARYLAND

DEED OF TRUST NOTE

Annapolis, Maryland.

\$ 59,900.00

August 19th, 1983.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to **WEAVER BROS., INC.**,
a Delaware corporation,

or order, the principal sum of **FIFTY-NINE THOUSAND NINE HUNDRED AND No/100** -----
Dollars (\$59,900.00), with interest from date at the rate of **Thirteen and**
One-Half per centum (13.50%)
per annum on the unpaid balance until paid, said principal and interest being payable at the office of

WEAVER BROS., INC., in **5530 Wisconsin Avenue**
Chevy Chase, Maryland 20815

or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in
monthly installments of **Six Hundred Eighty-six and 10/100 -- Dollars (\$ 686.10)**, com-
mencing on the first day of **October**, 1983, and continuing on the first day of each
month thereafter until this note is fully paid, except that, if not sooner paid, the final payment of principal
and interest shall be due and payable on the first day of **September**, 2013.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any
part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is
less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an
installment due date, need not be credited until the next following installment due date or thirty days
after such prepayment, whichever is earlier.

If any deficiency in the payment of any installment under this note is not made good prior to the due
date of the next such installment, the entire principal sum and accrued interest shall at once become due
and payable without notice at the option of the holder of this note. Failure to exercise this option shall not
constitute a waiver of the right to exercise the same in the event of any subsequent default.

This note is secured by Deed of Trust of even date executed by the undersigned on certain property
described therein and represents money actually used for the acquisition of said property or the improve-
ments thereon.

Presentment, protest and notice are hereby waived.

Frederick James Bunnell
FREDERICK JAMES BUNNELL

Barbara A. Bunnell
BARBARA A. BUNNELL

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date
herewith and in the same principal amounts as herein stated to **Donald G. West**,
J. Ronald Weismiller and Martin R. West, III,
Trustee(s) on real estate located in **Queen Anne's** County,
State of Maryland, and known as: **573 Somerset Road, Stevensville, Maryland 21666.**

Dated this **19th** day of **August**, 19 **83**.

Donald G. West
Notary Public

My Commission Expires: July 1, 1986

DOCUMENT NO. 113931
INDEX BENEFICIARY

19 124

VA Form 26-6318c (Home Loan)
Jul 1977. Use optional.
Section 1810, Title 38 U.S.C.
Acceptable to Federal National
Mortgage Association.

RECORDED
CLERK OF COURT
PURCHASE MONEY

MARYLAND

1983 AUG 25 10 2 16
DEED OF TRUST
QUEEN ANNE'S COUNTY

THIS DEED, made this 19th day of August 1983 * 2495 *****22.50
AUG 29 83 Abz and between**22.50

FREDERICK JAMES BUNNELL and BARBARA A. BUNNELL, his wife,

party of the first part, and DONALD G. WEST, J. RONALD WEISMILLER and /
as hereinafter set forth, party of the second part: MARTIN R. WEST, III, Trustee,

WHEREAS, the party of the first part is justly indebted unto WEAVER BROS., INC.,
whose address is: 5530 Wisconsin Avenue, Chevy Chase, Maryland 20815

, a corporation organized and existing
under the laws of the State of Delaware, in the principal sum of FIFTY-NINE
THOUSAND NINE HUNDRED AND No/100 ----- Dollars (\$ 59,900.00), with interest from date at
the rate of Thirteen & One-Half per centum (13.50 %) per annum on the unpaid balance until paid,
for which amount the said party has signed and delivered a certain promissory note bearing even date here-
with and payable in monthly installments of Six Hundred Eighty-six and 10/100 ----- Dollars
(\$ 686.10), commencing on the first day of October, 19 83, and continuing on the
first day of each month thereafter until the principal and interest are fully paid, except that the final pay-
ment of principal and interest, if not sooner paid, shall be due and payable on the first day of September
2013. (The herein described property having been purchased in part or in whole
with the sums secured hereby.)

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and inter-
est thereon, when and as the same shall become due and payable, and all costs and expenses incurred in
respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or
substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity
which may arise in respect to this trust or the property hereinafter mentioned, and of all money
which may be advanced as provided herein, with interest on all such costs and advances from the
date thereof.

Now, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of
the premises, and of one dollar, lawful money of the United States of America, to the parties
of the first part in hand paid by the party of the second part, the
receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted
and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its succes-
sors and assigns, the following-described land and premises, situate in the county of Queen Anne's and
State of Maryland, to wit:

ALL THOSE LOTS OF GROUND situate on Kent Island, in the Fourth Election District
of Queen Anne's County, State of Maryland, being known and designated as Lots Nos.
5, 6 and 7, in Block G, as shown on the Plat entitled "First Section of Kent Island
Estates", recorded among the Land Records of Queen Anne's County in Liber NBW 4,
folio 20, and as further shown on the Plat entitled "Second Edition of the First
Section of Kent Island Estates", recorded among the Land Records in Liber TSP 1,
folio 190, and now in Plat Book TSP 1, folio 4. The improvements thereon being
known as No. 573 Somerset Road, Stevensville.

BEING THE SAME property conveyed to Frederick James Bunnell and Barbara A.
Bunnell, his wife, from Arthur C. Martin and Norma Jean Martin, his wife, by Deed
of even date herewith, and recorded or intended to be recorded among the Land
Records of Queen Anne's County immediately prior hereto.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and
claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the
said land and premises; and all fixtures now or hereafter attached to or used in connection with the prem-
ises herein described and in addition thereto the following described household appliances, which are, and
shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebted-
ness herein mentioned;

201 429

IT IS AGREED by the parties hereto that the following described property located in the premises is a part of the Real Estate: Range, refrigerator and dishwasher. The above is in addition to the general fixture paragraph herein and is not intended to limit such general paragraph in any way.

To HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns, in fee simple.

SHOULD the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this Deed of Trust under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty (60) days from the date of the loan would normally become eligible for such guaranty, the owner of said Note may, at its option, declare all sums secured by this Deed of Trust immediately due and payable.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land, and premises, and the rents, issues and profits thereof, to take, have, and apply to and for such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of \$5.00, plus \$.50 for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, then, in either event, all of the indebtedness hereby secured shall at once become due and payable without notice at the option of the holder of the note and the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; Third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note as trustee (under the terms of this trust as hereinafter stated) on the first day of each month until the said note is fully paid, the following sums:
 - (a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note, and of which the party of the first part is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At the option of the holder of the note, the party of the first part will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note as trustee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the party of the first part for such items or, at the option of the holder of the note as trustee, shall be refunded to the party of the first part. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder as trustee shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of the party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at the rate provided for in the principal indebtedness and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

5. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipt therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this Deed of Trust.

6. Upon the request of the holder of the note the party of the first part shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder of the note for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

8. He will keep the said premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear interest at the rate provided for in the principal indebtedness.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

The powers herein, when granted to two or more trustees, may be exercised by any of them acting individually or by all acting together.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear interest at the rate provided for in the principal indebtedness and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

LIB 201 432

13. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

14. He specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders and the term "holder of the said note" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness:

Carole L. Turner
to both

Fredrick James Bunnell [SEAL]
FREDERICK JAMES BUNNELL

Barbara A. Bunnell [SEAL]
BARBARA A. BUNNELL

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 19th day of August, 19 83, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County

aforsaid, personally appeared FREDERICK JAMES BUNNELL and BARBARA A. BUNNELL his wife, and they acknowledged the foregoing deed to be their act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforsaid.

My Commission Expires: 7/1/86

Carole L. Turner
Notary Public

I HEREBY CERTIFY, That on this 17th day of August, 1983, before me, the subscriber, a Notary Public of the State of Maryland and for the County of Montgomery, personally appeared Richard L. Carver, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1986

Sharon V. Oakes
Notary Public

FILE NO. 113931

L 310

(2)

PREPARED BY JB

STATE OF MARYLAND

PROOFREAD

Deed of Trust

FREDERICK JAMES BUNNELL and
BARBARA A. BUNNELL, his wife

TO

DONALD G. WEST,
J. RONALD WEISMILLER and
MARTIN R. WEST, III

Trustee.

RECEIVED FOR RECORD on the 25th

25th day of August

A.D. 19 83, at 8:46 o'clock A.M.,

and recorded in Liber No. *201* March at folio 429

one of the Land Records.

Miss [Signature]
Examined by

Re [Signature]
Recorder.

U.S. Government Printing Office: 1982-381-819/109

LAND GRANT TITLE COMPANY, LTD.

150 SOUTH STREET, SUITE 103

ANNAPOLIS, MARYLAND 21401

2150

DOCUMENT NO. 131896

LIBER. 259 804

RECEIVED
CLERK OF COURT
1986 SEP -5 PM 3:11
QUEEN ANNE'S COUNTY

NISC OH
RECO FEE 13.00
POSTAGE .50
TOTAL 13.50

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS Frederick James Bunnell and Barbara A. Bunnell did by Deed of Trust dated August 19, 1983 and recorded among the Land Records of QUEEN ANNE COUNTY, Maryland, in Liber 201 at folio 429, grant and convey to Donald G. West, J. Ronald Weismiller and Martin R. West, III, Trustees, certain real estate in said Deed of Trust described, in trust to secure to Weaver Bros., Inc.

the payment of a Promissory Note of even date therewith; and

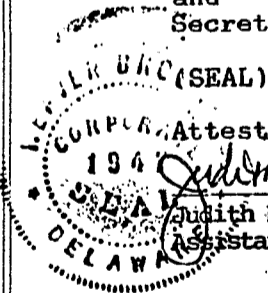
WHEREAS said Deed of Trust provides that the holder of the Note shall have the power and authority to appoint by an instrument duly executed, acknowledged and recorded among the Land Records aforesaid, substitute trustees in the place and stead of the trustees, named therein; and

WHEREAS Weaver Bros., Inc. is the owner and holder of the Note secured by said Deed of Trust;

NOW THEREFORE, by virtue of the power and authority contained in said Deed of Trust, the undersigned holder of the indebtedness secured thereby does by these presents appoint BARBARA A. OOSTERHOUT and DEBORAH K. CURRAN, as Substitute Trustees, and said Deed of Trust, in the place and stead of the trustees named therein and of any previously recorded substitute trustees; and the said Substitute Trustees shall have all the rights, powers and authority, and be charged with all the duties that were conferred or charged upon the trustees named in said Deed of Trust.

IN WITNESS WHEREOF, on this 28th day of July, 1986, Weaver Bros., Inc. has caused these presents to be signed in its corporate name by Daniel M. Cavelli, its Senior Vice President and attested by Judith D. Kowalski, its Assistant Secretary, and its corporate seal to be hereunto affixed.

Weaver Bros., Inc.
By [Signature]
Daniel M. Cavelli
Senior Vice President



Attest:
Judith D. Kowalski
Judith D. Kowalski
Assistant Secretary

THIS IS TO CERTIFY that this instrument has been prepared under the supervision of the undersigned who is an attorney duly admitted to practice before the Court of Appeals of Maryland
Barbara A. Oosterhout

19 200 129

LIBER 259 . 805

STATE OF MARYLAND
COUNTY OF Montgomery

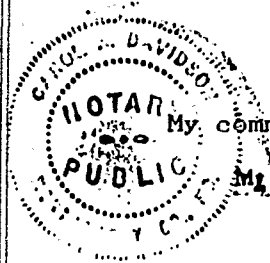
On this 28th day of July, 1986, before me,
the undersigned officer, personally
appeared Daniel M. Cavelli
who acknowledged that he is the Senior Vice President of
Weaver Bros., Inc. and that he, as such officer, being
authorized so to do, executed the foregoing instrument in the
capacity therein stated and for the purposes therein contained
and acknowledged the same to be the act and deed of the
corporation named therein.

IN WITNESS WHEREOF I have hereunto set my hand and
official seal.

Carol A. Davidson

Notary Public

CAROL A. DAVIDSON



My commission expires:

My Commission Expires July 1, 1990

19 70 130

WIF

4 PAGE 122

THE TRAVELERS INDEMNITY COMPANY
HARTFORD, CONNECTICUT - (A STOCK COMPANY)
Trustee Under Deed of Trust

86-00746

KNOW ALL MEN BY THESE PRESENTS, That we Barbara A. Oosterhout & Deborah K.

Curran, Substitute Trustees

of Lanham, Maryland
and THE TRAVELERS INDEMNITY COMPANY, a body corporate, duly authorized by its charter to become
sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of

Seventy Thousand (\$70,000.00) Dollars,
lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assign,
to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this

14th day of October, in the year of our Lord
one thousand nine hundred and eighty-six

WHEREAS, BY DEED OF TRUST, dated the 19th day of August,
nineteen hundred and eighty-three, and left to be recorded among the land Records of
Queen Anne County on the 25th day of August, 1983,
in liber 201 No. , Folio 429

Frederick James Bunnell & Barbara A. Bunnell did grant, bargain and sell,
assign and transfer unto Barbara A. Oosterhout & Deborah K. Curran, Substitute

Trustee, as therein named their (personal representatives) heirs,
executors, administrators and assigns, all the property therein described and referred to in Trust, for the
uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound
Barbara A. Oosterhout & Deborah K. Curran

shall faithfully perform the trust reposed in them by said Deed of Trust,
or to be reposed in them by any decree of the Circuit Court for Queen County, Maryland
in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be
void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Barbara A. Oosterhout & Deborah K. Curran

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate
seal hereunto affixed.

Signed, sealed and delivered
in the presence of

Jay C. Limerly

RECEIVED
CLERK, CIRCUIT COURT

1986 OCT 20 AM 10:06

8-745 PRINTED U.S.A. 9-29-41 (183)

QUEEN ANNE'S COUNTY

Barbara A. Oosterhout
Deborah K. Curran

THE TRAVELERS INDEMNITY COMPANY

By Glenn J. Goldburn, Jr.
Attorney-in-Fact

Glenn J. Goldburn, Jr.

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MM No 4, folio 122, a Bond Record Book for Queen Anne's County

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 29th day of October 1986

Marguerite W. Markin
Marguerite W. Markin, Clerk of the
Circuit Court for Queen Anne's County

19 132

IN THE CIRCUIT COURT OF QUEEN ANNE COUNTY , MARYLAND

Barbara A. Oosterhout
Robert H. Symonds
Substitute Trustees
Plaintiffs

vs.

Civil No.
8600746

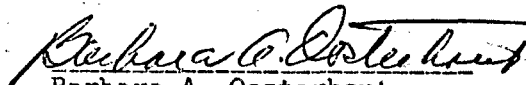
Frederick James Bunnell and
Barbara A. Bunnell
Defendants

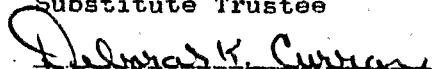
REPORT OF SALE

To the Honorable Judge of the Circuit Court for QUEEN ANNE COUNTY, Maryland:

The Report of Sale of Barbara A. Oosterhout and Deborah K. Curran Substitute Trustees in the captioned matter respectfully shows, that after giving bond for the faithful discharge of their trust, which was duly approved, and having given notice of the time, place and terms of the sale by advertisements inserted in a newspaper published in said county for three successive weeks proceeding the sale, said trustees, did pursuant to said notice on October 20, 1986 sell the subject property to Anthony V. Andrews for the sum of \$ 60,500.00.

The Substitute Trustees certify that the sale was fairly made and conducted.


Barbara A. Oosterhout
Substitute Trustee


Deborah K. Curran
Substitute Trustee

RECEIVED
CLERK OF THE COURT
1986 OCT 24 AM 10:41
QUEEN ANNE'S COUNTY

Page 2 of 2

REPORT OF SALE

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

I hereby certify that on this 20th day of October, 1986, before me, a notary public for the state and county aforesaid personally appeared Barbara A. Oosterhout and Deborah K. Curran, Substitute Trustees, and made oath that the facts stated in the foregoing report of sale are true to the best of their knowledge and belief and that Barbara A. Oosterhout Trustee, attended the sale.

Lillian R. Ooster
Notary Public

My Commission expires 7/1/90

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Barbara A. Oosterhout
Deborah K. Curran
Substitute Trustees

Plaintiffs

vs.

Civil No. SG 00746

Frederick James Bunnell and
Barbara A. Bunnell

Defendants

AFFIDAVIT OF PURCHASER UNDER RULE BR6-(3)

I, the undersigned hereby certify:

That I purchased the following described property at and
for the price of \$ 60,500.00

573 Somerset Road
Stevensville, Maryland 21666

on behalf of ANTHONY V. ANDREWS

That I agree to comply with the terms of the sale as set forth
in the advertisement of the said sale.

That I purchased the property on behalf of the above named
purchaser, and there are no other persons who are interested
as principals.

That I have not directly or indirectly discouraged anyone
from bidding at the time of the sale.

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE
CONTENTS OF THE FOREGOING AFFIDAVIT ARE TRUE TO THE BEST OF
MY KNOWLEDGE, INFORMATION AND BELIEF.

As witness my hand and seal this 20 day of October, 1986.

RECEIVED
CLERK OF COURT
1986 OCT 24 AM 10:41
QUEEN ANNE'S COUNTY

Anthony V. Andrews
ANTHONY V. ANDREWS

19 135

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY , MARYLAND

Barbara A. Oosterhout
Deborah K. Curran
Substitute Trustees
Plaintiffs

vs.

Civil No. 8600746

Frederick James Bunnell and
Barbara A. Bunnell
Defendants

AFFIDAVIT OF NOTICE PURSUANT TO RULE W 74 2 (C)

This is to certify that there was compliance with W 74 2(C) of the Maryland Rules of Procedure by the mailing of appropriate notice of the place, time, terms, and conditions of the subject sale to the defendants herein by certified mail, return receipt requested, on *October 16, 1986*.

I SOLEMNLY AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING PAPER ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


Barbara A. Oosterhout

1986 OCT 24 AM 10:41
QUEEN ANNE'S COUNTY

19 136

Centreville, Md. 10/15 19 86

We Hereby Certify

That the annexed advertisement of
Substitute Trustees's Sale

was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 20th day of Oct. 19 86.

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
1st day of Oct.

19 86, and the last insertion on the
15th day of Oct.

19 86

Publishers, Record Observer

Per

1986 OCT 24 AM 10:42
QUEEN ANNE COUNTY

Symonds & Oosterhout, P.C.
9410 Annapolis Road - Suite 201
Lanham, Maryland 20703

Substitute Trustees' Sale

OF VALUABLE IMPROVED REAL ESTATE
Improved by premises known as 673 Somerset
Road, Stevensville, Maryland 21663.

By virtue of the power and authority contained in a
Deed of Trust from Frederick James Bunnell and
Berbare A. Bunnell dated August 19, 1963 and
recorded in Liber 201 at folio 429 among the Land
Records of QUEEN ANNE'S COUNTY, Maryland
upon default and request for sale, the undersigned
Substitute Trustees will offer for sale at public auc-
tion at the Courthouse door, Centreville, Maryland,
on:

October 20, 1986

At 11:00 A.M.

all that property described in said Deed of Trust as
follows:

ALL THOSE LOTS OF GROUND situate on Kent
Island, in the Fourth Election District of Queen
Anne's County, State of Maryland, being known
and designated as Lots Nos. 5, 6 and 7, in Block G,
as shown on the Plat entitled "First Section of Kent
Island Estates", recorded among the Land Records
of Queen Anne's County in Liber NBW 4, folio 20,
and as further shown on the Plat entitled "Second
Edition of the First Section of Kent Island Estates",
recorded among the Land Records in Liber TSP 1,
folio 190, and now in Plat Book TSP 1, folio 4. The
improvements thereon being known as No. 673
Somerset Road, Stevensville. To have and to hold
in fee simple.

Said property is improved by a detached 1 story
frame dwelling in "as is condition".

TERMS OF SALE: A deposit of \$6,000.00 in the
form of cash, certified check, or in any other form
suitable to the substitute trustees in their sole
discretion, shall be required at the time of sale. The
balance of the purchase price with interest at 15%
per annum from the date of sale to the date of
payment will be paid within ten days after the final
ratification of the sale. The secured party, if a bid-
der, shall not be required to post a deposit. Taxes,
public charges and assessments and water rent to
be adjusted to date of sale. All such taxes, public
charges and assessments, payable on an annual
basis, including sanitary and/or metropolitan
district charges to be adjusted for the current year
to date of sale and assumed thereafter by the pur-
chaser. Title examination, conveyancing, state
revenue stamps, transfer taxes, and all other costs
incident to settlement are to be paid by the pur-
chaser. Time is of the essence for the purchaser;
otherwise, the property will be resold at the risk
and costs of the defaulting purchaser and the de-
posit will be forfeited.

Barbara A. Oosterhout and
Dorothy K. Curran, Substitute
Trustees by virtue of
instrument recorded among the
Land Records of
QUEEN ANNE'S COUNTY

Barbara A. Oosterhout
9418 Annapolis Road
Lanham, Maryland 20706
(301) 459-2529

NS-10-01-31-04

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

BARBARA A. OOSTERHOUT

ROBERT H. SYMONDS, Substitute Trustees

vs.

FREDERICK JAMES BUNNELL and

BARBARA A. BUNNELL

Civil No. 86-00746

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 24th day of October, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: October 24, 1986

19 138

Centreville, Md. 10/15 19 86

We Herely Certify

That the annexed advertisement of

Substitute Trustees' Sale

was published in the RECORD OBSERVER, a newspaper published in

Queen Anne's County, Maryland, once

in each of 3 successive weeks before

the 20th day of Oct. 19 86

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the

1st day of Oct.

19 86, and the last insertion on the

15th day of Oct.

19 86

19 86

Publishers, Record, Observer

CLERK OF COURT

Per

[Signature] 32

QUEEN ANNE'S COUNTY

Symonds & Oosterhout, P.C.
8418 Annapolis Road - Suite 201
Lenham, Maryland 20706

Substitute Trustees' Sale

OF VALUABLE IMPROVED REAL ESTATE

Improved by premises known as 673 Somerset Road, Stevensville, Maryland 21666.

By virtue of the power and authority contained in a Deed of Trust from Frederick James Bunnell and Barbara A. Bunnell dated August 19, 1933 and recorded in Liber 201 at folio 429 among the Land Records of QUEEN ANNE'S COUNTY, Maryland upon default and request for sale, the undersigned Substitute Trustees will offer for sale at public auction at the Courthouse door, Centreville, Maryland, on:

October 20, 1986

At 11:00 A.M.

all that property described in said Deed of Trust as follows:

ALL THOSE LOTS OF GROUND situate on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lots Nos. 5, 6 and 7, in Block G, as shown on the Plat entitled "First Section of Kent Island Estates", recorded among the Land Records of Queen Anne's County in Liber NBW 4, folio 20, and as further shown on the Plat entitled "Second Edition of the First Section of Kent Island Estates", recorded among the Land Records in Liber TSP 1, folio 150, and now in Plat Book TSP 1, folio 4. The improvements thereon being known as No. 673 Somerset Road, Stevensville. To have and to hold in fee simple.

Said property is improved by a detached 1 story frame dwelling in "as is condition".

TERMS OF SALE: A deposit of \$6,000.00 in the form of cash, certified check, or in any other form suitable to the substitute trustees in their sole discretion, shall be required at the time of sale. The balance of the purchase price with interest at 15% per annum from the date of sale to the date of payment will be paid within ten days after the final ratification of the sale. The secured party, if a bidder, shall not be required to post a deposit. Taxes, public charges and assessments and water rent to be adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Title examination, conveyancing, state revenue stamps, transfer taxes, and all other costs incident to settlement are to be paid by the purchaser. Time is of the essence for the purchaser; otherwise, the property will be resold at the risk and costs of the defaulting purchaser and the deposit will be forfeited.

Barbara A. Oosterhout and
Dorothy K. Curran, Substitute
Trustees by virtue of
instrument recorded among the
Land Records of
QUEEN ANNE'S COUNTY

Barbara A. Oosterhout
8418 Annapolis Road
Lenham, Maryland 20706
(301) 459-2529

RD-12-01-36-04

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Barbara A. Oosterhout
Deborah K. Curran
Substitute Trustees

Plaintiffs

vs.

Civil No. 8600746

Frederick James Bunnell and
Barbara A. Bunnell

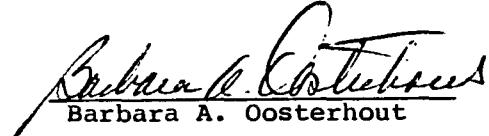
Defendants

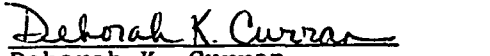
MOTION TO SUBSTITUTE PURCHASER

Comes now Barbara a. Oosterhout and Deborah K. Curran, Substitute Trustees, and move the Court to substitute purchaser and for reason therefore state as follows:

The Purchaser, Anthony V. Andrews intends to convey his interest in the subject property to Jonathan Monias and Anthony V. Andrews as co-tenants, for the bid price of \$60,500.00.

WHEREFORE, The Substitute Trustees pray for an Order substituting Jonathan Monias and Anthony V. Andrews as purchasers in this case.


Barbara A. Oosterhout

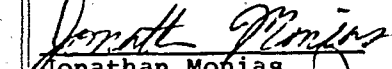

Deborah K. Curran
Substitute Trustees
9410 Annapolis Road - Ste 201
Lanham, Maryland 20706
(301) 459-2529

RECEIVED
CLERK OF COURT

1986 NOV 28 AM 11: 24

Consented to:

QUEEN ANNE'S COUNTY


Jonathan Monias


Anthony V. Andrews

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Barbara A. Oosterhout
Deborah K. Curran
Substitute Trustees

Plaintiffs

vs.

Civil NO. 8600746

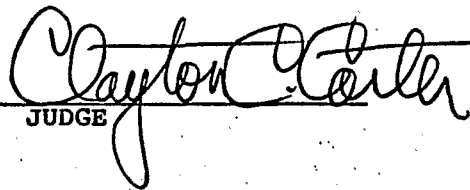
Frederick James Bunnell and
Barbara A. Bunnell

Defendants

ORDER SUBSTITUTING PURCHASER

Upon consideration of the MOTION of Substitute Purchaser,
filed herein, it is by this Court this 3rd day of
December, 1986

ORDERED THAT Jonathan Monias and Andrew V. Andrews,
Co-Tenants, be substituted as the purchasers in the
captioned matter in the place and stead of Anthony V. Andrews.


JUDGE

CLERK
1986 DEC -3 PM 2:10
QUEEN ANNE'S COUNTY

19 70 141

Centreville, Md. 11/19 19 86

We Hereby Certify

That the annexed advertisement of
Civil No. 86-00746

was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 24th day of Dec. 19 86.

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
5th day of Nov.

19 86, and the last insertion on the
19th day of Nov.

19 86

Publishers, Record Observer

Per *M. J. ...*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
BARBARA A. OOSTERHOUT and
ROBERT H. SYMONDS, Substitute Trustees
vs.
FREDERICK JAMES BUNNELL and
BARBARA A. BUNNELL
Civil No. 85-00748

NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 24th day of October,
1986, that the sale of the real property made and
reported in this action will be ratified after the expli-
ration of one month from the date hereof, unless
cause to the contrary be previously shown, provid-
ed a copy of this Notice shall be published in a
newspaper published in Queen Anne's County at
least once a week in each of three successive
weeks before the expiration of one month from the
date hereof.

Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Menkin, Clerk
By: Betty M. Comegys, Deputy Clerk
Filed: October 24, 1986
RB-11-5-31-01

RECEIVED
CLERK, CIRCUIT COURT
1986 DEC 18 PM 3 39
QUEEN ANNE'S COUNTY

BARBARA A. OOSTERHOUT and : IN THE CIRCUIT COURT
 DEBORAH K. CURRAN, :
 Substitute Trustees : FOR QUEEN ANNE'S COUNTY
 Plaintiffs :
 vs. : CIVIL NO. 86-00746
 FREDERICK JAMES BUNNELL & :
 BARBARA A. BUNNELL :
 Defendants

FINAL RATIFICATION OF SALE
 AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 23rd day of December, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton O. Earle
 Judge

RECEIVED
 CLERK, CIRCUIT COURT

Distribution:
 File 1986 DEC 23 AM 10:04
 Fiduciary(s)
 Court Auditor QUEEN ANNE'S COUNTY

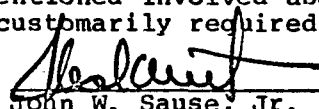
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

BARBARA A. OOSTERHOUT et al. :
 :
 v. : Civil #86-00746
 :
 FREDERICK JAMES BUNNELL et al. :
 :
 : : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled action having been referred to the Auditor in accordance with Maryland Rule 2-543, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties, to correspond with the fiduciaries to obtain corrected information with respect to the amount of interest collected from the sale purchasers and to correct various other matters shown in the first-submitted Suggested Account.

The services here mentioned involved about one hour, in addition to the time customarily required.



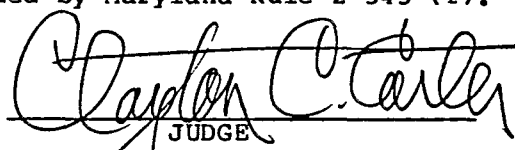
 John W. Sause, Jr.
 Auditor

RECEIVED
 CLERK OF THE COURT
 1987 MAR 18 AM 11:22
 QUEEN ANNE'S COUNTY

ORDER

The foregoing Request having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 18th day of March, 1987, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$125.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 2-543 (f).



 JUDGE

RECEIVED
 CLERK OF THE COURT
 1987 MAR 18 AM 11:22
 QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

BARBARA A. OOSTERHOUT et al. :
 v. : Civil #86-00746
 FREDERICK JAMES BUNNELL et al. :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 60,500.00	
Interest on \$ 54,500.00 @ 15%			
from 10/20/86 to 02/27/87			
130 days @ \$22.3973	\$ 2,911.65		
Difference from amount			
actually collected	<u>246.05-</u>	2,665.65	
Real property taxes \$ 514.93			
from 10/20/86 to 06/30/87			
253 days @ \$ 1.41076		<u>356.92</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			63,522.57
COMMISSIONS, to Fiduciary (1%)			
Commissions @ 1%	\$ 605.00-		
Uncollected interest	<u>246.05</u>	\$ 358.95-	
ATTORNEY FEE, per DEED OF TRUST			75.00-
EXPENSES OF SALE			
Court costs	\$ 204.50-		
Advertising			
Notices of sale	226.86-		
Report of sale	83.58-		
Bond premium	280.00-		
Certified mail	<u>1.77-</u>	796.71-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 125.00-		
Postage & copies	<u>1.77-</u>	<u>126.77-</u>	<u>1,357.43-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 62,165.14

QUEEN ANNE'S COUNTY
 1987 MAR 18 AM 11:26
 RECEIVED
 CLERK OF THE COURT

AUDITOR'S ACCOUNT

Civil #86-00746

Page 2

INDEBTEDNESS DUE UNDER DEED OF TRUST

Per Statement of Debt

Principal	\$ 59,500.28-	
Interest to 07/31/86	4,666.12-	
Late charges	183.00-	
Escrow balance	416.92	
Interest on principal @ 13.5%		
07/31/86 to 12/19/86		
141 days @ \$22.01	<u>3,103.41-</u>	\$ 67,035.89-

AVAILABLE FOR DISTRIBUTION, page 1

62,165.14

DEFICIT

\$ 4,870.75-

NOTE

The fiduciaries acknowledge that the amount collected from the purchasers was \$246.05 less than the amount due in accordance with the terms of sale. In accordance with their agreement, that amount has been deducted from the commissions.

NOTICE

The attached Account was filed on March 18, 1987. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

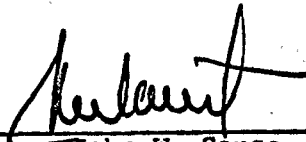
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciaries in Civil Action #86-00746. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on March 18, 1987:

Barbara A. Oosterhout, Esquire
Deborah K. Curran, Esquire
Suite 201
9410 Annapolis Road
Lanham, Maryland 20706

Frederick James Bunnell
573 Somerset Road
Stevensville, Maryland 21666

Barbara A. Bunnell
573 Somerset Road
Stevensville, Maryland 21666



John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

BARBARA A. OOSTERHOUT et al. :

:

v. :

Civil #86-00746

FREDERICK JAMES BUNNELL et al.:

:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 10th day of ~~March~~ April, 1987,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Charles C. Carter

JUDGE

RECORDED
CLERK'S OFFICE

1987 APR 10 AM 9:49

QUEEN ANNE'S COUNTY

19 145

INGRID C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784

and

JOTA C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784
Plaintiffs

vs.

ANTHONY CIRILLO, JR.
101 North Lakewood Avenue
Baltimore, Maryland 21224

and

RAYMOND H. LEVENSON
(holder of a beneficial
interest under a un-
released deed of trust)
4704 Poole Road
Sykesville, Maryland 21784

and

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST IN
PROPERTY KNOWN AS LOT 24,
BLOCK T, PLAT 1, CLOVERFIELDS,
FOURTH ELECTION DISTRICT, QUEEN
ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND

CIVIL ACTION NO. 87-00922

CIVIL 8700922H
CIV FEES 70.00
CHECK/NO 70.00
#251480 C001 R01 T14:29
03/05/87

COMPLAINT TO FORECLOSE ALL RIGHTS OF REDEMPTION TO TAX SALE PROPERTY

Ingrid C. Saunders and Jota C. Saunders, Plaintiffs, by David
Weston Gregory, their attorney, respectfully represent:

1. That on May 21, 1985, at a public tax sale held in front of the
Courthouse, in Centreville, Maryland, Plaintiffs, being then and there
the highest bidders for the hereinafter described property, were issued
a certificate of sale by William H. Tolson, Treasurer, and Collector of
Taxes for Queen Anne's County, Maryland, a body politic, the original of
which is attached hereto and prayed be made a part hereof as Plaintiffs'
Exhibit No. 1.

2. The land so purchased is described in substantially the same
form as the description appearing on the collectors' tax rolls, and is
described as follows, to wit:

1987 MAR -5 PM 2:37
QUEEN ANNE'S COUNTY

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Cloverfields, Plat 1, Lot No. 24, Block T, of Cloverfields.

3. That an examination of title of the hereinabove described lot or parcel, and according to best information obtainable, is vested in Anthony Cirillo, Jr., by deed from Seabreeze Properties, Inc., dated June 6, 1972, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 65 folio 144.

4. That in examination of the title of the hereinabove described lot or parcel further disclosed that the above described property is presently encumbered by an unreleased Deed of Trust from Anthony Cirillo, Jr., to Raymond Gist and Susan B. Levenson, Trustees to Raymond H. Levenson, beneficiary, dated February 4, 1983, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 194 folio 147.

5. That said property has not been redeemed by any part in interest, although more than one year and a day have expired since said sale; and Plaintiffs have brought this proceeding to foreclose the right of redemption within two (2) years of the date of this certification of sale of said property. That One Thousand Six Hundred Ten Dollars and Thirty-Six Cents (\$1,610.36) with interest at twelve per cent per annum (12%) from May 21, 1985, and attorneys fees in the amount of \$250.00 for the preparation of this Complaint, and title search deed in the amount of \$50.00 for the preparation of this Complaint, and expenses incurred in the publication of the Order of Publication and all costs incidental thereto, are the amounts necessary for the redemption of said lot or parcel of land.

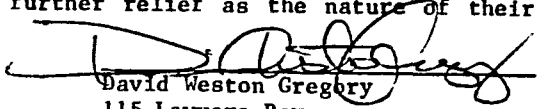
WHEREFORE, your Plaintiffs pray as follows:

a. That this Honorable Court may pass a final Judgment foreclosing all rights of redemption of the Defendants in and to the property above described.

b. This Honorable Court issue summonses to be served on the Defendants herein as required by Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland, 1986.

c. This Honorable Court grant an Order of Publication directed to all parties and interest in the property pursuant to Section 14-840 of Tax-Property Article of the Annotated Code of Maryland.

d. And for such other and further relief as the nature of their cause may require.



David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
301-758-0680
Attorney for Plaintiffs

19-150

CERTIFICATE OF SALE

I, William H. Tolson, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that pursuant to Chapter 305, of the Acts of 1957, and Acts Amendatory thereof on May 21st, 1985, I sold to Ingrid & Jota Saunders at public auction for the sum of Sixteen hundred Dollars and no Cents, of which Seven hundred seventy-two Dollars and 60 Cents has been paid, the property in the 4th Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land Lot 24, Blk T-Plat 1-Cloverfields assessed value \$2,150

and assessed to Anthony Cirillo, Jr.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of ^{twelve} ~~6~~ per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 305 of the Acts of 1957, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, occurring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser.

Witness my hand and seal, this 21st day of May, 1985

William H. Tolson
Treasurer and Collector

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of May, 1985, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William H. Tolson Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the foregoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

Patricia L. Meyer
Notary Public

My Commission Expires: 7/1/86

INGRID C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND

and

JOTA C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784
Plaintiffs

CIVIL ACTION NO. 21-00222

vs.

ANTHONY CIRILLO, JR.
101 North Lakewood Avenue
Baltimore, Maryland 21224

and

RAYMOND H. LEVENSON
(holder of a beneficial
interest under a un-
released deed of trust)
4704 Poole Road
Sykesville, Maryland 21784

and

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST IN
PROPERTY KNOWN AS LOT 24,
BLOCK T, PLAT 1, CLOVERFIELDS,
FOURTH ELECTION DISTRICT, QUEEN
ANNE'S COUNTY, MARYLAND
Defendants

LINE TO CLERK

Madam Clerk:

Please issue summonses for the above two listed Defendants pursuant to
Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland.



David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
301-758-0680
Attorney for Plaintiffs

19-152

INGRID C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784

and

JOTA C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784
Plaintiffs

vs.

ANTHONY CIRILLO, JR.
101 North Lakewood Avenue
Baltimore, Maryland 21224

and

RAYMOND H. LEVENSON
(holder of a beneficial
interest under a un-
released deed of trust)
4704 Poole Road
Sykesville, Maryland 21784

and

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST IN
PROPERTY KNOWN AS LOT 24,
BLOCK T, PLAT 1, CLOVERFIELDS,
FOURTH ELECTION DISTRICT, QUEEN
ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND

CIVIL ACTION NO. 87-00922

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the Fourth Election District of Queen Anne's County, Maryland, sold by the Collector of Taxes for the County of Queen Anne's, State of Maryland, to the Plaintiff in this proceeding. Said property is described on the Tax Collector's Certificate of Tax Sale as Lot No. 24, Block T, Plat 1, Cloverfields, in the Fourth Election District, Queen Anne's County, Maryland.

The complaint states, among other things, that the amounts necessary for redemption have not been paid. Is thereupon this 6th day of March, 1987, by the Circuit Court for Queen Anne's

19-153

County, ORDERED; That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for three (3) successive weeks, warning all persons interested in the property to appear in this Court by the 15th day of May, 1987, and redeem the property described herein and answer the complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Rayton C. Carter
JUDGE

FILED

MAR 6 1987

CIRCUIT COURT
QUEEN ANNE'S CO.

19 154

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-00922

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name ANTHONY CIRILLO, JR.

Address 101 North Lakewood Avenue, Baltimore, Maryland 21224

County

You are hereby summoned to file a written response by pleading or motion in this Court to the attached Complaint filed by INGRID C. SAUNDERS, P. O. Box 96, Sykesville, Maryland 21784; and (Name and Address)

JOTA C. SAUNDERS, P. O. Box 96, Sykesville, Maryland 21784

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued March 6, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

- 1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$

SHERIFF

NOTE:

- 1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 155
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-00922

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name RAYMOND H. LEVENSON

Address 4704 Poole Road, Sykesville, MD 21784

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by INGRID C. SAUNDERS, P. O. Box 96, Sykesville, Maryland 21784; and
(Name and Address)

JOTA C. SAUNDERS, P. O. Box 96, Sykesville, Maryland 21784

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued March 6, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

INGRID C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784

and

JOTA C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784
Plaintiffs

vs.

ANTHONY CIRILLO, JR.
101 North Lakewood Avenue
Baltimore, Maryland 21224

and

RAYMOND H. LEVENSON
(holder of a beneficial
interest under an un-
released deed of trust)
4704 Poole Road
Sykesville, Maryland 21784

and

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST
IN PROPERTY KNOWN AS LOT
24, BLOCK T, PLAT 1,
CLOVERFIELDS, FOURTH
ELECTION DISTRICT, QUEEN
ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND

CIVIL ACTION NO. 87-00922

AFFIDAVIT

STATE OF Maryland, COUNTY OF Caroline, TO WIT:

I HEREBY CERTIFY, that on this 7th day of May, 1987, before me, the subscriber, a Notary Public as aforesaid, personally appeared David W. Gregory, attorney for the Plaintiffs in the above captioned case, and he did make oath in due form of law that to the best of his knowledge, information and belief, that pursuant to Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland he did cause to be mailed by Certified Mail, Restricted Delivery-Show to Whom, Date, Address of Delivery, a copy of the summons and Order of Publication entered by this Honorable Court in the

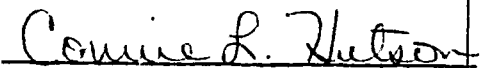
RECEIVED
CLERK OF COURT
1987 MAY -7 PM 2:47
QUEEN ANNE'S COUNTY

19-157

above captioned cause to the Defendant, Mr. Raymond H. Levenson, at his last known address of 4704 Poole Road, Sykesville, Maryland, 21784. Your Affiant further avers that the aforementioned summons and Order of Publication were mailed as previously described, to Mr. Levenson on March 11, 1987 and that the aforesaid summons and Order of Publication were received by Mr. Levenson as evidenced by the Return Receipt which is attached hereto and prayed be made a part of this Affidavit.


David Weston Gregory, Affiant

AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC
My Commission Expires: 7/1/1990

P 100 195 724
RECEIPT FOR CERTIFIED MAIL

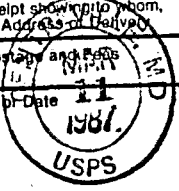
NO INSURANCE COVERAGE PROVIDED
 NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1984-446-014

PS Form 3800, Feb. 1982	Postmark of Date	11 1981
Return receipt showing to whom, Date, and Address of Delivery	Return Receipt Showing to whom and Date Delivered	70
Restricted Delivery Fee	Restricted Delivery Fee	121
Special Delivery Fee	Special Delivery Fee	
Certified Fee	Certified Fee	70
Postage	Postage	39
TOTAL Postage and Fees	TOTAL Postage and Fees	389
Postmark of Date	Postmark of Date	11 1981

Sent to *Raymond H. Jensen*
 Street and No. *4704 Poole Rd*
 P.O., State and ZIP Code *Sykesville Md 21784*



1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery.

3. Article Addressed to: *Raymond H. Jensen 21784*

4. Article Number *100-195-724*

Type of Services:
 Insured Insured COD
 Certified Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature of Addressee: *Raymond H. Jensen*

6. Signature of Agent: *Raymond H. Jensen* (X)
 (X) **RESTRICTED DELIVERY!**

7. Date of Delivery: *3-14-87*

8. Addressee's Address (ONLY if requested and fee paid):
*4704 Poole Road
 Sykesville, Md.
 21784*

DOMESTIC RETURN RECEIPT
 PS Form 3817, Feb. 1986

INGRID C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784

and

JOTA C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784
Plaintiffs

vs.

ANTHONY CIRILLO, JR.
101 North Lakewood Avenue
Baltimore, Maryland 21224

and

RAYMOND H. LEVENSON
(holder of a beneficial
interest under an un-
released deed of trust)
4704 Poole Road
Sykesville, Maryland 21784

and

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST
IN PROPERTY KNOWN AS LOT
24, BLOCK T, PLAT 1,
CLOVERFIELDS, FOURTH
ELECTION DISTRICT, QUEEN
ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND
CIVIL ACTION NO. 87-00922

AFFIDAVIT

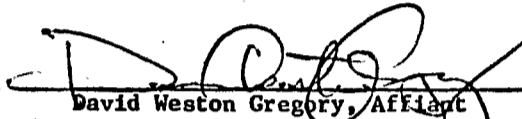
STATE OF Maryland, COUNTY OF Caroline, TO WIT:

I HEREBY CERTIFY, that on this 7th day of May, 1987, before me, the subscriber, a Notary Public as aforesaid, personally appeared David W. Gregory, attorney for the Plaintiffs in the above captioned case, and he did make oath in due form of law that to the best of his knowledge, information and belief, that pursuant to Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland he did cause to be mailed by Certified Mail, Restricted Delivery- Show to Whom, Date, Address of Delivery, a copy of the summons and Order of Publication entered by this Honorable Court in the

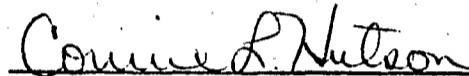
REC'D
CLERK'S OFFICE
1987 MAY 7 PM 2:47
QUEEN ANNE'S COUNTY

19 160

above captioned cause to the Defendant, Mr. Anthony Cirillo, Jr., at his last known address of 101 North Lakewood Avenue, Baltimore, Maryland, 21224. Your Affiant further avers that the aforementioned summons and Order of Publication were mailed as previously described, to Mr. Cirillo on March 11, 1987 and that the aforesaid summons and Order of Publication have been returned in the original envelope marked "Moved, Left No Address". The original receipt for certified mail and envelope are attached hereto and prayed be made a part of this Affidavit. Your Affiant further avers that the last known address of Mr. Cirillo, of 101 North Lakewood Avenue, Baltimore, Maryland, 21224 was obtained by him from the tax rolls of the Tax Collector of Queen Anne's County who made the aforementioned tax sale of the heretofore described property.

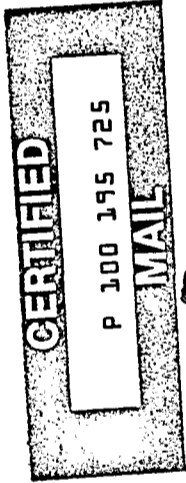

David Weston Gregory, Affiant

AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC
My Commission Expires: 7/1/1990

19 161

LAW OFFICES
DOWNES AND GREGORY
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617



Mr. Anthony C. Williams, Jr.
101 N. Lakewood Ave.
Baltimore, Maryland 21224

RESTRICTED DELIVERY
LEFT NO ADDRESS

CERTIFIED MAIL,
RESTRICTED DELIVERY—SHOW TO WHOM, DATE
ADDRESS OF DELIVERY

Claim Check
No.

248076

Hold

Date

1ST Notice

2ND Notice

Return

Detach and file
PS Form 3849-A,
Oct. 1985

P 100 195 725

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to	
Anthony C. Williams, Jr.	
Street and No.	
101 N Lakewood Ave	
P.O., State and ZIP Code	
Baltimore, Md 21224	
Postage	\$ 39
Certified Fee	75
Special Delivery Fee	
Restricted Delivery Fee	120
Return Receipt Showing to whom and Date Delivered	70
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	309
Postmark or Date	

PS Form 3800, Feb. 1982

U.S.G.P.O. 1984-446-014

19 162

INGRID C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784

and

JOTA C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784
Plaintiffs

vs.

ANTHONY CIRILLO, JR.
101 North Lakewood Avenue
Baltimore, Maryland 21224

and

RAYMOND H. LEVENSON
(holder of a beneficial
interest under an un-
released deed of trust)
4704 Poole Road
Sykesville, Maryland 21784

and

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST
IN PROPERTY KNOWN AS LOT
24, BLOCK T, PLAT 1,
CLOVERFIELDS, FOURTH
ELECTION DISTRICT, QUEEN
ANNE'S COUNTY, MARYLAND
Defendants

TO: William H. Tolson, Treasurer of Queen Anne's County

Dear Mr. Tolson:

Notice is hereby given pursuant to Section 14-839 (c) of the Tax-
Property Article of the Annotated Code of Maryland, that as attorney for
the Plaintiffs in the above captioned cause, I have instituted proceedings

RECEIVED
CLERK CIRCUIT COURT

1987 MAY 11 AM 11:33

QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR

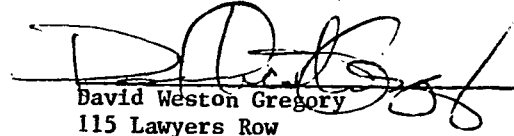
QUEEN ANNE'S COUNTY,

MARYLAND

CIVIL ACTION NO. 87-00922

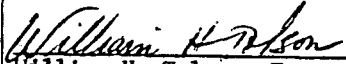
19 163

on their behalf to foreclose the right of redemption of the property described on your tax rolls as all that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled Cloverfields, Plat 1, Lot No. 24, Block T, which was previously assessed to Anthony Cirillo, Jr.



David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiffs

Received this 11th day of May, 1987.


William H. Tolson, Treasurer of
Queen Anne's County, Maryland

19 164

Centreville, Md. 4/1 19 87

We Herely Certify

That the annexed advertisement of

Order of publication

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 15th day of May 19 87.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 18th day of March

19 87, and the last insertion on the

1st day of April

19 87.

Publishers, Record Observer

Per [Signature]

RECEIVED
CLERK, CIRCUIT COURT

1987 MAY 14 PM 1:25

QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
CIVIL ACTION NO. 87-00922
INGRID C. SAUNDERS

P.O. Box 96
Sykesville, Maryland 21784
and
JOTA C. SAUNDERS
P.O. Box 96
Sykesville, Maryland 21784

Plaintiffs

ANTHONY CIRILLO, JR.
101 North Lakewood Avenue
Baltimore, Maryland 21224

and
RAYMOND H. LEVENSON
(holder of a beneficial interest under a un-released
dead of trust)
4704 Poole Road
Sykesville, Maryland 21784

and
ALL PERSONS THAT HAVE OR CLAIM TO HAVE
ANY INTEREST IN PROPERTY KNOWN AS LOT
24, BLOCK T, PLAT 1, CLOVERFIELDS, FOURTH
ELECTION DISTRICT, QUEEN ANNE'S COUNTY,
MARYLAND

Defendants

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the Fourth Election District of Queen Anne's County, Maryland, sold by the Collector of Taxes for the County of Queen Anne's, State of Maryland, to the Plaintiff in this proceeding. Said property is described on the Tax Collector's Certificate of Tax Sale as Lot No. 24, Block T, Plat 1, Cloverfields, in the Fourth Election District, Queen Anne's County, Maryland.

The complaint states, among other things, that the amounts necessary for redemption have not been paid. Is thereupon this 6th day of March, 1987, by the Circuit Court for Queen Anne's County, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for three (3) successive weeks, warning all persons interested in the property to appear in this Court by the 15th day of May, 1987, and redeem the property described herein and answer the complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Cleyton C. Carter
JUDGE

True Copy, Test:
Marguerite W. Mankin, Clerk

BY: Betty M. Comegys, Deputy Clerk

Filed: March 6, 1987

Circuit Court
Queen Anne's County

RB-3-18-3t-032

19 - 165

INGRID C. SAUNDERS

and

JOTA SAUNDERS
Plaintiffs

vs.

ANTHONY CIRILLO, JR.,
et. al. Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND

CIVIL ACTION NO. 87-00922

FINAL ORDER

It appearing that the Defendants and all persons claiming through or under them, having been duly summonsed or notified by Order of Publicaton to appear and answer the Complaint filed in this Cause on or before the 15th day of May, 1987, and it further appearing that no such person has appeared and answered, and this Cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON this 22nd day of May, 1987, by the Circuit Court for Queen Anne's County,

ORDERED, and DECREED, that an absolute and indefeasible title in fee simple, free and clear of all alienations and descents of the property occurring prior to the said 22nd day of May, 1987, and free and clear of all encumbrances thereon, except taxes that accrue after the date of sale and easements of records and any other easement that may be observed by an inspection of the property to which the property is subject and to all that lot or parcel of land described in these proceedings, is vested in the Complainants, Ingrid C. Saunders and Jota C. Saunders.

AND IT IS FURTHER ORDERED, by the Circuit Court for Queen Anne's

1987 MAY 22 AM 9:12
QUEEN ANNE'S COUNTY

19 186

County, that William H. Tolson, Treasurer of Queen Anne's County, and collector of taxes for said county, shall execute a deed to Ingrid C. Saunders and Jota C. Saunders, in fee simple in and to all that said lot or parcel of land described in these proceedings, once the said William H. Tolson shall have received a certified copy of this Final Order from the Clerk of Court, and upon payment to the said William H. Tolson of the balance of the purchase price due, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale.


JUDGE

JEAN ANN DONLEY
917 Cloverfield Drive
Stevensville, MD 21666

and

THOMAS H. DONLEY
c/o Jean Ann Donley
917 Cloverfield Drive
Stevensville, MD 21666

Plaintiffs

vs.

IRVING KING
1285 Myers Station Road
Odenton, MD 21113

and

LAUREEN TOOMEY-GABLE
A/K/A LAUREEN ROCK
c/o Thomas O'Connell, Esq.
1002 Frederick Road
Catonsville, MD 21228

Defendants

: IN THE
:
:
: CIRCUIT COURT
:
:
: FOR
:
:
: QUEEN ANNE'S COUNTY
:
:
: MARYLAND

CIVIL ACTION NO. 86-00692

CIVIL 8600692#
CIV FEES 70.00
CHECK/MD 70.00
#162190 0001 R01 709:00
07/03/86

COMPLAINT

Jean Ann Donley and Thomas H. Donley, Plaintiffs, by
J. Donald Braden, and Foster & Braden, their attorneys,
respectfully represent under this honorable court as follows:

1. On May 3, 1980, the Defendants execute and deliver
to Jean Ann Donley and Thomas H. Donley a Land Installment
Contract with regard to the property known as Lot No. 18,
Block A, Plat 5, Cloverfields, Fourth Election District, Queen

RECEIVED
CLERK, CIRCUIT COURT
1986 JUL -3 AM 9:03
QUEEN ANNE'S COUNTY

Anne's County, Maryland, a copy of which is attached hereto.

2. The Land Installment Contract called for twenty-four (24) monthly payments of \$366.45 commencing on the first day of June, 1980. Additionally, said Land Installment Contract provided for monthly payments of 1/12 of the annual taxes and hazard insurance in the amount of \$49.89 per month.

3. The defendants made the first four (4) payments of \$366.45, but have not made any of the remaining payments due since October 1, 1980.

4. The paragraph of the Land Installment Contract entitled "Default", provides that the failure to make the payments as above stated constitutes a default, and provides that in addition to other remedies, the Plaintiffs may make a sale of the property in accordance with Maryland Rule BR1 et seq., and further provides that they assent to a passage of a decree by the Circuit Court for Queen Anne's County for a sale of the property in accordance with the Maryland Rules of Procedure.

5. Said Land Installment Contract is now in default.

6. In accordance with Maryland Rule W79 b., the Plaintiffs have caused to be served notice upon the Defendants in accordance with said rule that the contract would terminate on a day designated unless the terms and conditions of the contract were complied with, and said terms were not honored.

40 160

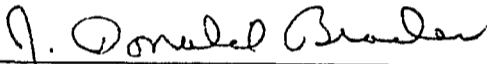
A copy of the notice was mailed to the Defendants by certified mail, a copy of which is attached hereto, and the Plaintiffs make oath hereinafter that compliance with the above Rule has been made.

COUNT I

WHEREFORE, the Plaintiffs pray that a consent judgment be passed for the sale of said property in accordance with the terms of the Land Installment Contract.

AFFIDAVIT

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Complaint are true and correct to the best of my knowledge, information and belief.



J. Donald Braden
Foster & Braden
Morgan Building
Shopping Center Road
P.O. Box 367
Stevensville, MD 21666
(301) 643-2141
Attorneys for the Plaintiffs

15-170

LAW OFFICES
FOSTER & BRADEN

MORGAN BUILDING
SHOPPING CENTER ROAD
P. O. BOX 367

STEVENSVILLE, MARYLAND 21666

(301) 643-2141

May 1, 1986

MICHAEL R. FOSTER
J. DONALD BRADEN
ANGELA O. PAAVOLA

CENTREVILLE OFFICE
119 LAWYERS ROW
CENTREVILLE, MARYLAND 21617

Mr. Irving King
1285 Myers Station Road
Odenton, Maryland 21113

Mrs. Laureen Rock
& Thomas O'Connell
1002 Frederick Road
Catonsville, Maryland 21228

Dear Mr. King and Mrs. Rock:

I have been retained to represent Jean Ann Donley and Thomas H. Donely who were the Sellers in a Land Installment Contract between my clients and the two of you dated May 3, 1980, recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. 164, folio 728. A copy of that document is enclosed.

The contract provides that you were to make payments of principal and interest thereon, in the amount of \$366.45 commencing on the first day of June and continuing monthly for a period of twenty-four (24) months thereafter. Additionally, you were to be responsible, monthly, for 1/12 of the annual taxes and hazard insurance premiums which amounted to \$49.89 per month. The total of these amounts due is \$9,992.16 plus interest, less the four (4) payments you've made totaling \$1,665.36, leaving a balance due of \$8,326.80.

Unless \$8,326.80 is paid by June 10, 1986, the contract shall terminate on that date, and my client will bring a foreclosure proceeding pursuant to the Maryland Law under the terms of the Land Installment Contract.

As you know, the purpose in my client bringing such a proceeding is to clear the title to the real estate. If you desire to alleviate the above obligation and the expenses that will be incurred as a result of the institution of a foreclosure proceeding, both of which my client intends to obtain a judgment against you for, you may come to my office and execute an assignment of the contract to my

19 171

Irvin King
Laureen Rock
Page 2
May 1, 1986

clients. If you do so prior to the date upon which the foreclosure proceeding is instituted, you will be relieved of any liability from the debt or the cost of the proceeding.

Very truly yours,

J. Donald Braden

JDB/ak

cc: Thomas H. Donley and Jean Ann Donley

CERTIFIED MAIL
Encl.

P 576 066 862

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982

Sent to	Laureen Rock c/o Thomas O. Connell
Street and No.	1002 Frederick Rd
P.O., State and ZIP Code	Catonville Md 21228
Postage	\$ 39
Certified Fee	75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$ 1.14
Postmark or Date	

* U.S.G.P.O. 1983-403-517

P 576 066 863

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982

Sent to	Irving Kesig
Street and No.	1285 Myer Station Rd
P.O., State and ZIP Code	Ciderston Md 21113
Postage	\$ 39
Certified Fee	75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$ 1.14
Postmark or Date	MAY 1 1986

* U.S.G.P.O. 1983-403-517

LAND INSTALLMENT CONTRACT

THIS LAND INSTALLMENT CONTRACT is made this 3rd day of May, 1980, by and between JEAN ANN DONLEY and THOMAS H. DONLEY, whose post office address is: 2845 SOUTHAVEN ROAD
ANNAPOLIS MD. 21401

hereinafter referred to as "Sellers", and LAUREEN TOOMEY-GABLE and IRVING KING, who reside at 489 D Cloverfields Drive, Stevensville, Maryland, 21666, hereinafter called "Buyers".

THAT FOR AND IN CONSIDERATION of the sum of Fourty Seven Thousand Two Hundred Dollars (\$47,200.00), as hereinafter set forth, the Sellers do hereby sell unto the Buyers, and teh Buyers do hereby purchase from the Sellers, all of the following described property:

ALL that lot or parcel of land situate, lying and being on Kent Island in the Fourth Elaction District of Queen Anne's County, State of Maryland, known and designated as Lot No. 18, Block A, Plat 5, Cloverfields, as set forth and shown on a plat by Purdum and Jeschke, registered surveyors and engineers, entitled "Plat Five, Cloverfields, Queen Anne's County, Maryland", dated March 17, 1959 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57 and in Plat Book T.S.P. No. 1, folio 56.

Being the same property conveyed by deed dated November 23, 1979 to the Sellers herein said deed recorded among the Land Roecrds of Queen Anne's County in Liber 157 at page 677.

SUBJECT to covenants and restrictions of record.

- (1.) The cash price of the property sold is \$47,200.00.
- (2.) The charges and fees for any service which is included in the contract separate from the cash price is:
None.
- (3.) The cost to the Buyers of any insurance coverage from the date of the contract, for the payment of which credit is to be extended to the Buyers is: None.
- (4.) Total purchase price (Sum of items (1.), (2.) and (3.)) is \$47,200.00.
- (5.) The down payment paid by the Buyers is \$5,000.00.

- (6.) Principal balance owed (the sum of item (4.) less item (5.) is \$42,200.00.
- (7.) The above principal balance, together with interest on the unpaid principal balance at the rate of nine and seven eighths (9 7/8)%, shall be paid by the Buyers to the Sellers at their above address. Payments shall be made monthly in consecutive installments of Three Hundred Sixty -Six Dollars and fourty -five cents each, commencing on the 1st day of June, 1980 and continuing monthly for a period of 24 months. After 24 months settlement shall be held. In addition thereto, the Buyers shall pay to the Sellers on the 1st day of each month, an amount equal to 1/12 of the annual taxes, assessments and fire and other hazard insurance premiums on the property herein described, as the same may be assessed by Loyola Federal Savings and Loan Association as provided below.
- (8.) Interest on the remaining principal balance of \$42,200.00 is at the rate of 9 7/8% per annum.

There is no ground rent.

Taxes and other public charges for the fiscal year July 1, 1979 to June 30, 1980, divided by twelve and the cost of fire and other hazard insurance divided by twelve and added together amount to \$49.89 per month which sum is to be paid monthly in addition to payments of principle and interest.

In accordance with Section 10-103 (c) of Real Property Article of the Annotated Code of Maryland (1979 Cumulative Supplement), the installment provided for above shall be applied by the Sellers to the Sellers to the payment of:

- (a) Taxes, assessments, and other public charges levied or assessed against the property (to be paid through Loyola Federal Savings and Loan Association).
- (b) Insurance premiums on the property (to be paid through Loyola Federal Savings and Loan Association).
- (c) Interest on the unpaid balance.
- (d) Principal balance owed by the Buyers. (It is understood that taxes, insurance, and other public charges may vary from time to time and that in the event of any increase in such charges, the installment payments shall be increased accordingly. As the principal balance is reduced, the amount of interest charged will become less, so that the payments applied to the principal will be correspondingly increased.)

The property herein is encumbered by a Deed of Trust, dated November 23, 1979, and record among the Land Records of Queen Anne's County, Maryland, in Liber 157 at page 679 et seq., from the Sellers herein to Robert J. Schultze and Raymond A. Brookhart, Trustees, to secure the payment of a note of even date therewith

from the Sellers herein to Loyola Federal Savings and Loan Association, in the principal sum of \$42,200.00, with interest at the rate of 9 7/8% per annum, the said principal and interest being payable in consecutive monthly installments of \$366.45. The said Deed of Trust also provides that the sellers herein shall monthly pay to Loyola Federal Savings and Loan Association, an amount equal to 1/12th of the annual taxes, assessments and fire and other hazard insurance premiums on the property. There is presently a principal balance of \$42,200.00 (approx.) outstanding on the Deed of Trust. The Sellers hereby agree to make all payments required by the note and Deed of Trust when due, including the monthly payments of 1/12 of the annual taxes, assessments and fire and other hazard insurance premiums on the property. The sellers hereby agree that they will not further encumber the property.

It is hereby agreed that the Buyer shall have the right to accelerate any installment payment without penalty. No collateral security is taken for the Buyers' obligation under this contract. Said property has been inspected by the Buyers prior to the date of this contract and Buyers accept it in its present condition.

The Sellers disclose that they purchased the subject property on November 23, 1979 for a price of \$44,700.00. The Sellers warrant that they have received no written notices from any public agency requiring any repairs or improvements to be made to the property.

The buyers agree as follows:

- (1.) To keep the premises in good order and in as good condition as received, the natural wear and tear excepted.
- (2.) All necessary alterations or repairs to the property shall be made by the Buyers at the Buyers' expense.
- (3.) The buyers to make all payments provided hereunder when due and to pay a late charge of 4% for any payment not made within 15 days of the due date.
- (4.) That the Buyers will not do, suffer or permit anything to be done in or about the property which will contravene any policies of insurance against loss by fire or other hazard.
- (5.) They will comply with all local and other laws and regulations concerning occupancy and use of the property.

The Buyers or either of them shall have the right to assign this contract.

Upon payment of all sums required hereunder, a deed for the property containing covenants of special warranty and further assurances, shall be executed by the Sellers at Buyers expense. The title to the property shall be good and merchantable and free of liens and encumbrances, except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood, and publicly recorded easements for public utilities and other easements which may be observed by an inspection of the property.

Pursuant to Section 10-105 of the Real Property Article of the Annotated Code of Maryland (1979 Cumulative Supplement), when 40% or more of the original cash price of the property is paid, the Buyers may demand a grant of the property on the condition that they execute a purchase money mortgage to the Sellers or to a mortgagee procured by the Buyers. If any mortgage is executed pursuant to the terms of Section 10-105, the Buyers shall be liable for expenses such as title search, drawing deed and mortgage, cost of federal and state revenue stamps or recordation taxes, notary fees, recording reasonable building and loan fees, judgement reports, and tax lien report. The periodic principal and interest payments may not exceed the periodic principal and interest payments otherwise required by this Contract, except with the consent of the Buyers. This consent may be evidenced by the execution of a mortgage. The mortgage may require the usual covenants by the mortgagor for the payment of the mortgage debt, the taxes on the mortgaged property, any ground rent, and premiums on fire and extended coverage insurance in an amount equal to the mortgage indebtedness, if obtainable, and if not, then in the highest amount of insurance obtainable. The mortgage also may require the usual remedies on default by way of power of sale to the mortgagee, his assigns, or his attorney or assent to decree for sale by the mortgagee pursuant to the Maryland Rules, or both. The deed and mortgage executed pursuant hereto and to Section 10-105 shall supersede this Contract.

The Sellers shall mail or deliver a statement to the Buyers (1) when 40% of the original cash price has been paid; and (2) (i) annually within 30 days of June 1; or (ii) on demand of the Buyers not more than twice a year, showing: (1) the total amount paid for any ground rent, insurance, taxes and any other periodic payment or charge; (2) the total amount credited to principal and interest; and (3) the balance due.

Default : Failure of the Buyers to make payments as provided or to abide by and perform all of the terms, covenants, conditions and obligations of this Contract shall constitute a default hereof, and shall in addition to other remedies provided by law, entitle the Seller to make sale of the property in accordance with the provisions of Maryland Rule BR (1) et seq. The Buyers hereby assent to the passage of a decree by the Circuit Court for Queen Anne's County, Maryland, for the sale of the property in accordance with Maryland Rules of Procedure. Upon any sale of the property under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident to the sale, including a commission to the party making the sale of the property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the extinguishment of all claims of the Sellers herein, and thirdly, the balance, if any, to the Buyers, or their Heirs, successors, personal representatives, or assigns.

The Sellers covenant that they will return the deposit of \$5,000.00 at the end of 24 months if all other terms and conditions of the contract have been complied with and the Buyers are unable to secure mortgage financing for the balance due under this Contract at that time.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms not herein written. This Contract may be modified or amended only in writing signed by all parties hereto.

TIME IS OF THE ESSENCE OF THIS CONTRACT

The said parties hereto bind themselves, their heirs, executors, administrators and assigns for the faithful performance of this agreement.

AS WITNESS the hands and seals of the parties hereto.

Witness:

Charles M. Carher Jean Ann Donley (SEAL)
JEAN ANN DONLEY
Seller

Charles M. Carher Thomas H. Donley (SEAL)
THOMAS H. DONLEY
Seller

Date signed by sellers May 3rd 80

NOTICE TO BUYERS

YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.

Witness:

Charles M. Carher Laureen Toomey-Gable (SEAL)
LAUREEN TOOMEY-GABLE
Buyer

Charles M. Carher Irving King (SEAL)
IRVING KING

Date signed by Buyers May 3rd 80

THE BUYERS hereby acknowledge receipt of a copy of this Contract.

Laureen Toomey-Gable Irving King
LAUREEN TOOMEY-GABLE IRVING KING

IN THE EVENT OF DEFAULT, THE BUYERS MAY BE LIABLE TO A DEFAULT JUDGEMENT.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

5 of 6

I HEREBY CERTIFY that on this 3rd day of May, 1980, before me, the subscriber, a Notary Public in and for Anne Arundel County, Maryland, personally appeared Jean Ann Donley, Thomas H. Donley, Laureen Toomey-Gable and Irving King, known to

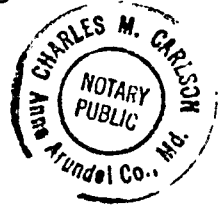
me or satisfactorily proven, who acknowledged the foregoing Land Installment Contract to be their respective act and deed and that they executed the same for the purposes therein contained and set forth.

AS WITNESS my hand and Notarial Seal:

Charles M. Carlson

NOTARY PUBLIC

My Commission expires July 1, 1982



6 of 6

RECORDED
1970 JUN -6 AM 10:07
ANN ARUNDEL COUNTY

JUN -6 89 * 21771

JEAN ANN DONLEY 917 Cloverfield Drive Stevensville, MD 21666	:	IN THE
and	:	CIRCUIT COURT
THOMAS H. DONLEY c/o Jean Ann Donley 917 Cloverfield Drive Stevensville, MD 21666	:	FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
vs.	:	
IRVING KING 1285 Myers Station Road Odenton, MD 21113	:	MARYLAND
and	:	
LAUREEN TOOMEY-GABLE A/K/A LAUREEN ROCK c/o Thomas O'Connell, Esq. 1002 Frederick Road Catonsville, MD 21228	:	CIVIL ACTION NO. <u>86-00692</u>
Defendants	:	

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jean Ann Donley, and made oath in due form of law that he knows of the Defendants herein, and that to the best of his information, knowledge and belief

(1) said Defendants are not in the military

1985 JUL -3 AM 9:03
QUEEN ANNE'S COUNTY

service of the United States,

(2) said Defendants are not in the military service of any nation allied with the United States,

(3) said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended,

(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me this 27th day of June, 1986.

Jean Ann Donley
Jean Ann Donley

Lauren J. Selig
Notary Public

My commission expires:



JEAN ANN DONLEY
917 Cloverfield Drive
Stevensville, MD 21666

and

THOMAS H. DONLEY
c/o Jean Ann Donley
917 Cloverfield Drive
Stevensville, MD 21666

Plaintiffs

vs.

IRVING KING
1285 Myers Station Road
Odenton, MD 21113

and

LAUREEN TOOMEY-GABLE
A/K/A LAUREEN ROCK
c/o Thomas O'Connell, Esq.
1002 Frederick Road
Catonsville, MD 21228

Defendants

: IN THE
:
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: CIRCUIT COURT
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: FOR
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: QUEEN ANNE'S COUNTY
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: MARYLAND
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: CIVIL ACTION NO. 86-00692
:
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:

STATEMENT OF MORTGAGE DEBT

20 Monthly Payments of \$366.45
From October 1, 1980 through May 1, 1981.....\$7,329.00

20 Payments of \$49.89 (taxes and hazard insurance)
From October 1, 1980 through May 1, 1981.....\$ 997.80

TOTAL.....\$8,326.80

AFFIDAVIT

I hereby certify, that on this 27th day of

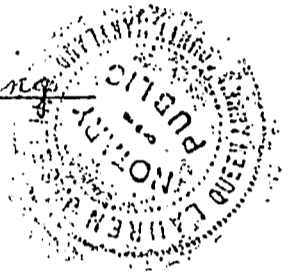
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1986 JUL -3 AM 9:03
QUEEN ANNE'S COUNTY

1986

June, 1986, before me, a Notary Public of the state of Maryland, in and before Queen Anne's County, personally appeared Jean Ann Donley, the Plaintiff in the above entitled cause, made oath that the foregoing is a true statement of the amount of the Land Installment Contract claim under said contract filed in this action now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal:

Lauren J. Selig
Notary Public



JEAN ANN DONLEY
917 Cloverfield Drive
Stevensville, MD 21666

and

THOMAS H. DONLEY
c/o Jean Ann Donley
917 Cloverfield Drive
Stevensville, MD 21666

Plaintiffs

vs.

IRVING KING
1285 Myers Station Road
Odenton, MD 21113

and

LAUREEN TOOMEY-GABLE
A/K/A LAUREEN ROCK
c/o Thomas O'Connell, Esq.
1002 Frederick Road
Catonsville, MD 21228

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 86-2082

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, J. Donald Braden, Trustee, and the Selected Risks Insurance Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Dollars

-1-

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

notary approved and bond given 7/3/86

(\$10,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this _____ day of _____, 1986.

WHEREAS, the above bounded principal, by virtue of a Decree of the Circuit Court for Queen Anne's County, is authorized sell, and he is about to sell the land and premises in said proceeding, default having been made in payment of the money as specified and in conditions and covenants in a Land Installment Contract filed therein.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded J. Donald Braden, Trustee, does and shall well, truly and faithfully perform the trusts reposed in him under the Decree, and shall abide by any Court Order which shall be made by any court in relation to the sale of said subject property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has

hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

David C. [Signature]

J. Donald Braden, Trustee (SEAL)

ATTEST:

SELECTED RISKS INSURANCE COMPANY

James A. [Signature]

BY: William A. Bennett
Attorney-in-Fact



19 185

CHANGE OF NAME ENDORSEMENT

(Place This With Your Bond)

**INSURANCE
Selective**

The name of Selected Risks Insurance Company has been changed to Selective Insurance Company of America. This is a change of name only and does not affect the liability and obligations of the Companies under the terms and conditions of their bonds. If the name Selected Risks Insurance Company appears, the name Selective Insurance Company of America is substituted in its stead.

Stewart D. Lavel

Corporate Secretary

B-32 (11/85)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 4, folio 94, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 16th day of July, 1986.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's County

A 07

19 1986

JEAN ANN DONLEY, et al. : IN THE
 Plaintiffs : CIRCUIT COURT
 : FOR
 vs. : QUEEN ANNE'S COUNTY
 IRVING KING, et al. : MARYLAND
 Defendants : CIVIL ACTION NO. 86-00692
 :

DECREE FOR SALE OF PREMISES

The Complaint, Land Installment Contract, Statement of Mortgage Debt, and Military Affidavit in the above action having been submitted, the proceedings therein were read by the Court and considered:

IT IS THEREUPON, this 3rd of July, 1986, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED and DECREED, that the property described in the Land Installment Contract be sold, that J. Donald Braden, Esquire, be and is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows:

- (1) Before making a sale of the subject property,
- (a) he shall file with the Clerk of the Court a bond to the State of Maryland, approved pursuant to Rule 1402, to abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, and (b) he

FILED

JUL 3 1986

CIRCUIT COURT
QUEEN ANNE'S CO.

shall give notice of the time, place and terms thereof by advertisement pursuant to Rule W 74 a. 2. (b);

(2) As soon as practicable after any such sale, and in no event more than thirty (30) days after the date thereof, the Trustee shall render to this Court a full and particular account of the proceedings relative to the sale, with an affidavit of the fairness of the sale and the truth of the report annexed thereto;

(3) After complying with Rule BR 6 b. 3. and obtaining the court's ratification of the sale, and on payment of the whole purchased money, and not before, the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged of all claims of the parties hereto and those claiming by, from and under them, or any of them, and;

(4) The said Trustee shall bring into this Court the money arising from said sale, to be applied under the terms of the Land Installment Contact and distributed under the direction of this Court, after the papers of the proceeding have been referred to the auditor of this Court to state an account pursuant to Rules W 74 e. and Rule BR 6 b. 5.

Wayton Carter
Judge
-2-

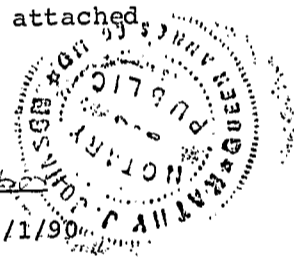
10 198

JEAN ANN DONLEY, et al.	:	IN THE
Plaintiffs	:	CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	MARYLAND
IRVING KING, et al.	:	CIVIL ACTION NO. <u>CV86-00692</u>
Defendants	:	

AFFIDAVIT UNDER MARYLAND RULE W74 AND REAL PROPERTY ARTICLE SECTION 7-105

I hereby certify that on the 9th day of July, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, J. Donald Braden, Trustee, and made oath in due form of law that on the 9th day of July, 1986, he caused to be mailed by certified, return receipt requested, and regular mail to the buyers under the Land Installment Contract, a notice stating the time, place and terms of sale, a copy of which is attached hereto.

Locher John
 Notary Public
 My commission expires 7/1/90



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 CLERK, CIRCUIT COURT
 1986 JUL 11 PM 1:11
 QUEEN ANNE'S COUNTY

19-189

LAW OFFICES
FOSTER & BRADEN

MORGAN BUILDING
SHOPPING CENTER ROAD
P. O. BOX 367
STEVENSVILLE, MARYLAND 21666
(301) 643-2141

MICHAEL R. FOSTER
J. DONALD BRADEN
ANGELA D. PAAVOLA

CENTREVILLE OFFICE
119 LAWYERS ROW
CENTREVILLE, MARYLAND 21017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Irving King
1285 Myers Station Road
Odenton, Maryland 21113

Ms. Lauren Toomey-Gable
c/o Thomas O'Connell, Esquire
1002 Frederick Road
Catonsville, Maryland 21228

Re: Foreclosure Sale

Dear Mr. King and Ms. Gable:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on July 29, 1986, at 10:00 a.m., and will be sold then and there to the highest bidder(s). A deposit of \$2,000.00, payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a xeroxed copy of an advertisement appearing in the Queen Anne's County Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

19 190

Mr. King and Ms. Gable

Page 2

A xeroxed copy of this letter is being sent to you by regular mail.

Very truly yours,

J. Donald Braden
J. Donald Braden

bg
enc.

cc: Circuit Court for Queen Anne's County

19 191

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY,
FOURTH ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the Decree of the Circuit Court for Queen Anne's County in the matter of Jean Ann Donley and Thomee H. Donley v. Irving King and Laureen Toomey-Gable also known as Laureen Rock, the undersigned will offer for sale at public auction, on the premises, which are located on the West side of Cloverfields Drive near the intersection of Kimberly Way, Stevensville, Fourth Election District, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Daylight Savings Time, on:

Tues., July 29, 1986

the following described real estate, to wit:
ALL that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, known and designated as Lot No. 18, Block A, Plot 5, Cloverfields, as set forth and shown on a plat by Purdum and Jeschke, registered surveyors and engineers, entitled "Plat Five, Cloverfields, Queen Anne's County, Maryland", dated March 17, 1959 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57 and in Plat Book T.S.P. No. 1, folio 56.

BEING the same land described in Land Installment Contract between Jean Ann Donley and Thomas H. Donley and Laureen Toomey-Gable and Irving King, dated May 3, 1980, recorded on the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 164, folio 728.

Subject to utility and roadway easements, and restrictive covenants, if any, of record.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

IMPROVEMENTS: Rancher, three bedrooms. Sold in "as is" condition.

TERMS OF SALE: The purchaser shall be required to pay Two Thousand Dollars (\$2,000.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at Ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR 6 b 3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the terms of sale shall be within the times herein set forth, or the deposit shall be forfeited and the property resold at the risk and expense of the defaulting purchaser(s).

All improvements are sold in an "as is" condition and subject to such matters as an inspection of the premises and a modern survey would disclose.

J. DONALD BRADEN, TRUSTEE
Morgen Building
Shopping Center Road
P.O. Box 367
Stevensville, Maryland 21666
Telephone: (301) 643-2141

Joseph A. Jackson, Jr.,
Auctioneer

RB-7-9-34-027

JEAN ANN DONLEY
917 Cloverfield Drive
Stevensville, MD 21666

and

THOMAS H. DONLEY
c/o Jean Ann Donley
917 Cloverfield Drive
Stevensville, MD 21666

Plaintiffs

vs.

IRVING KING
1285 Myers Station Road
Odenton, MD 21113

and

LAUREEN TOOMEY-GABLE
A/K/A LAUREEN ROCK
c/o Thomas O'Connell, Esq.
1002 Frederick Road
Catonsville, MD 21228

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 86-00692

AMENDED STATEMENT OF DEBT

Balance due as of 10/1/80 -----	\$42,108.81
20 payments due of \$49.89 for taxes and insurance -----	997.80
Balance Due	\$43,106.61
Interest at 9.87% on balance due from 10/1/80 through 7/1/86 -----	24,241.00
Total Due	\$67,347.61

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CLERK, CIRCUIT COURT
1986 JUL 16 AM 11:18
QUEEN ANNE'S COUNTY

1986

Subscribed and sworn to before me this 14th day of

July, 1986.

Jean Ann Donley
Jean Ann Donley

Kathleen Johnson
Notary Public
My Commission Expires: 7/1/90



JEAN ANN DONLEY : IN THE
 and : CIRCUIT COURT
 THNMAS H. DONLEY : FOR
 Plaintiffs : QUEEN ANNE'S COUNTY
 vs. : MARYLAND
 IRVING KING : CIVIL ACTION NO. 86-00692
 and :
 LAUREEN TOOMEY-GABLE :

REPORT OF SALE

J. DONALD BRADEN, Trustee, by Decree of the Circuit Court for Queen Anne's County (86-00692), dated July 3, 1986, respectfully reports unto your Honor as follows:

That after default had occurred under the terms of a Land Installment Contract and at the request of the party secured thereby, and after having given bond with security for the faithful performance of his trust as required by law, and after having given due notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, once a week for at least three successive weeks before the day of sale, as will more fully appear by the printer's certificate to be filed herein, the said Trustee did attend the sale at the premises on July 29, 1986, at the hour

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 CLERK OF COURT
 1986 AUG -5 PM 2:39
 QUEEN ANNE'S COUNTY

of 10:00 a.m., and then and there did proceed to offer for sale the following property covered by said Land Installment Contract: Lot 3, Block A, Plat 5, Cloverfields Subdivision.

And your Trustee sold said property unto Jean Ann Donley and Thomas H. Donley, Purchaser(s) at and for the sum of Ten Thousand Dollars (\$10,000.00), the said Purchaser(s) being, at that price, the highest bidders therefor.

AND, as in duty bound, etc.

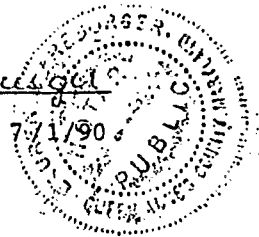
J. Donald Braden (SEAL)
J. Donald Braden

STATE OF MARYLAND, QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 5th day of August, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J. Donald Braden, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Lauren J. Tulving
Notary Public
My commission expires: 7/31/90



19 1986

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEAN ANN DONLEY and

THOMAS H. DONLEY

vs.

IRVING KING and

LAUREEN TOOMEY-GABLE
a/k/a LAUREN ROCK

Civil No. 86-00692

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 5th day of
August, 1986 that the sale of the real
property made and reported in this action will be
ratified after the expiration of one month from the
date hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be published
in a newspaper published in Queen Anne's County at least
once a week in each of three successive weeks before the
expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: August 5, 1986

19 197

BB-001642

Centreville, Md. 7/23 19 86

We Hereby Certify

That the annexed advertisement of Trustee's sale was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 29th day of July 19 86.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 9th day of July 19 86, and the last insertion on the 23rd day of July 19 86.

1986 AUG 7 PM 4:27
PUBLISHERS, RECORD OBSERVER
QUEEN ANNE'S COUNTY
Per [Signature]

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY
FOURTH ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the Decree of the Circuit Court for Queen Anne's County in the matter of Jean Ann Donley and Thomas H. Donley v. Irving King and Leureen Toomey-Gable also known as Leureen Rock, the undersigned will offer for sale at public auction, on the premises, which are located on the West side of Cloverfields Drive near the intersection of Kimberly Way, Stevensville, Fourth Election District, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Daylight Savings Time, on:

Tues., July 29, 1986

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, known and designated as Lot No. 1B, Block A, Plot 5, Cloverfields, as set forth and shown on a plat by Purdum and Jeschke, registered surveyors and engineers, entitled "Plat Five, Cloverfields, Queen Anne's County, Maryland", dated March 17, 1959 and recorded among the Lend Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57 and in Plat Book T.S.P. No. 1, folio 56.

BEING the same land described in Lend Installment Contract between Jean Ann Donley and Thomas H. Donley and Leureen Toomey-Gable and Irving King, dated May 3, 1980, recorded on the Lend Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 164, folio 72B.

Subject to utility and roadway easements, and restrictive covenants, if any, of record.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining.

IMPROVEMENTS: Rancher, three bedrooms. Sold in "as is" condition.

TERMS OF SALE: The purchaser shall be required to pay Two Thousand Dollars (\$2,000.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at Ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR 6 b 3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the terms of sale shall be within the times herein set forth, or the deposit shall be forfeited and the property resold at the risk and expense of the defaulting purchaser(s).

All improvements are sold in an "as is" condition and subject to such matters as an inspection of the premises and a modern survey would disclose.

J. DONALD BRADEN, TRUSTEE

Morgan Building
Shopping Center Road
P.O. Box 367

Stevensville, Maryland 21666
Telephone: (301) 643-2141

Joseph A. Jackson, Jr.,
Auctioneer

RB-7-9-31-027

JEAN ANN DONLEY : IN THE
 and : CIRCUIT COURT
 THOMAS H. DONLEY : FOR
 Plaintiffs : QUEEN ANNE'S COUNTY
 vs. : MARYLAND
 IRVING KING : CIVIL ACTION NO. 86-00692
 and :
 LAUREEN TOOMEY-GABLE :

AFFIDAVIT BY PURCHASER(S)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Jean Ann Donley and Thomas H. Donley and made oath in due form of law that they attended the public sale held herein of the property on Cloverfields Drive, Stevensville, Maryland, which was held on July 29, 1986, pursuant to the terms of the sale, and that to the best of their information, knowledge and belief

- (1) by bid made by them the property was bought by them as principals,,
- (2) that no others were interested in said sale as principals,

RECEIVED
 CLERK, CIRCUIT COURT
 1986 AUG -8 AM 9:53
 QUEEN ANNE'S COUNTY

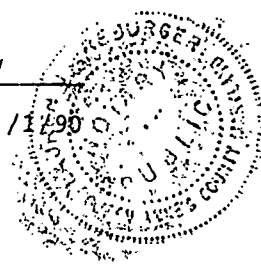
(3) that they did not directly or indirectly discourage anyone from bidding on said property.

Jean Ann Donley
Jean Ann Donley

Thomas H. Donley
Thomas H. Donley

Subscribed and sworn to before me this 30th day
of July, 1986.

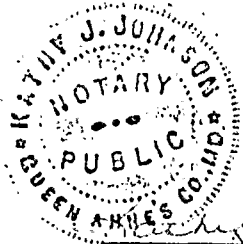
Lauren J. Suberger
Notary Public
My commission expires: 7/1/90



AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Trustee appointed in the captioned proceedings that I offered the property described in the annexed advertisement sale at public auction on the premises Cloverfields Drive, near Kimberly Way, Stevensville, Maryland on July 29, 1986, at 10:00 a.m. and sold same to Jean Ann Donley and Thomas H. Donley at and for the sum of Ten Thousand Dollars (\$10,000.00) said buyers being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO



By: Joseph A. Jackson, Jr.
Auctioneer

Katherine J. Johnson
Notary Public
My commission expires: 7/1/90

RECEIVED
CLERK, CIRCUIT COURT
1986 AUG -8 AM 9:53
QUEEN ANNE'S COUNTY

19 201

Centreville, Md. 8/27 19 86

We Hereby Certify

That the annexed advertisement of
Ratification of sale

was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 13th day of Sept. 19 86.

And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER/BAY TIMES was on the
13th day of Aug.

19 86, and the last insertion on the
27th day of Aug.
19 86.

Publishers, Record Observer

Per *Marguerite W. Mankin*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
JEAN ANN DONLEY and
THOMAS H. DONLEY
vs.
IRVING KING and
LAUREEN TOOMEY-GABLE
a/k/a LAUREN ROCK
CIVIL NO. 88-00692

NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 5th day of August,
1986, that the sale of the real property made and
reported in this action will be ratified after the expi-
ration of one month from the date hereof, unless
cause to the contrary be previously shown, provid-
ed a copy of this Notice shall be published in a
newspaper published in Queen Anne's County at
least once a week in each of three successive
weeks before the expiration of one month from the
date hereto.

Marguerite W. Mankin,
Clerk

True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys,
Deputy Clerk

Filed: August 5, 1986
RB-8-13-31-09

RECEIVED
CLERK, CIRCUIT COURT
1986 SEP -9 PM 4:11
QUEEN ANNE'S COUNTY

JEAN ANN DONLEY and
 THOMAS H. DONLEY : IN THE CIRCUIT COURT
 Plaintiffs :
 vs. : FOR QUEEN ANNE'S COUNTY
 IRVING KING and :
 LAUREEN TOOMEY-GABLE : CIVIL NO. 86-00692
 Defendants _____

FINAL RATIFICATION OF SALE
 AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of September, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Cayton O. Carter

 Judge

Distribution:
 File
 Fiduciary(s)
 Court Auditor

FILED

SEP 22 1986

COURT
 QUEEN ANNE'S CO.

19 203

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEAN ANN DONLEY, et al.	:	
	:	
v.	:	Civil #85-00692
	:	
IRVING KING et al.	:	
	:	
	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 10,000.00	
Interest (see Note A)			
Real property taxes \$ 539.59			
from 07/01/86 to 10/01/86			
as credited to Purchasers		<u>89.42-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 9,910.58
COMMISSIONS, to Fiduciary (b3%)		\$ 650.00-	
EXPENSES OF SALE			
Court costs	\$ 258.50-		
Advertising			
Notices of sale	262.68-		
Report of sale	95.52-		
Bond premium	50.00-		
Auctioneer's fee	25.00-		
Certified mail	<u>3.51-</u>	695.21-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 65.00-		
Postage & copies	<u>1.56-</u>	66.56-	<u>1,411.77-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 8,498.81

RECEIVED
 CLERK, CIRCUIT
 1986 OCT 29 PM 3:10
 QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER		
LAND INSTALLMENT CONTRACT		
Per Amended Statement of Debt		
Principal	\$ 42,108.81-	
Interest to 07/01/86	24,241.00-	
Taxes/insurance	<u>997.80-</u>	\$ 67,347.61-
NET CREDIT FROM CREDITORS/PURCHASERS		
on 07/29/86 (See Note A)		<u>8,498.81</u>
BALANCE OWED BY LAND INSTALLMENT PURCHASERS		
exclusive of interest accruing		
after 07/01/86 (See Note B)		58,848.80-

THIS AUDIT MAY NOT BE USED FOR PURPOSES OF DETERMINING ANY DEFICIENCY DUE BY THE LAND INSTALLMENT PURCHASERS (Note B)

Note A: Although the Suggested Account contains figures for a deposit and post-sale interest charged to the creditor/purchasers, the attorney indicates that such was not actually collected. Interest is therefore not included here. See, Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit.

Note B: The attorney for the Trustees has indicated that no deficiency will be sought in this action. On the basis of that representation, it is unnecessary to make any determination other than that the net proceeds of sale exceeded the balance due, as shown in the Amended Statement of Debt.

NOTICE

The attached Account was filed on October 9, 1986. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

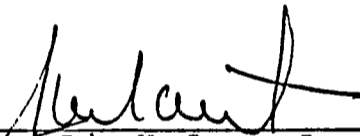
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Attorney for the Fiduciaries in Civil Action #85-00692. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the amounts set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on October 29, 1986:

J. Donald Braden, Esquire
Attorney for Jean Ann Donley and
and Thomas H. Donley Post Office Box 367
Stevensville, Maryland 21666

Irving King
1285 Myers Station Road
Odenton, Maryland 21113

Laureen Toomey-Gable
a/k/a Laureen Rock
c/o Thomas O'Connell, Esquire
1002 Frederick Road
Catonsville, Maryland 21228



John W. Sause, Jr.
Auditor

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
3 North First Street
Denton, Maryland 21629
Plaintiff :

vs :

ROBERT L. FAUST
Main Street : QUEEN ANNE'S CO., MD
Sudlersville, MD 21668 :

MALCOLM E. FAUST
Sudlersville, MD 21668 :

JULIA M. FAUST
Sudlersville, MD 21668 :
Defendants :

CIVIL NO. 70932

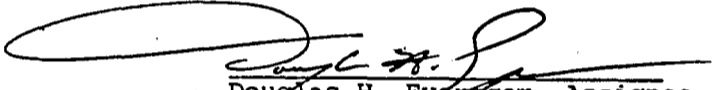
ORDER TO DOCKET

CIVIL 932#
CIV FEES 70.00
SUBTOTAL 83.50
CHECK/MO 83.50
#255860 C002 R01 TOP:46

Mr. Clerk:

Please docket the above entitled case and file the following instrument marked "Plaintiff's Exhibit A":

Original mortgage from Malcolm E. Faust and Julia M. Faust, his wife, and Robert L. Faust, dated December 14, 1979 and recorded in Liber No. 158, folio 369, one of the Mortgage Records for Queen Anne's County, Maryland.



Douglas H. Everngam, Assignee
3 North First Street
Denton, Maryland 21629
Telephone: 479-2100

RECEIVED
CLERK OF COURT

SEP 18 11 9 55

QUEEN ANNE'S COUNTY

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

PURCHASE MONEY
THIS MORTGAGE, made this 14 day of December, 1979 by and between
MALCOLM E. FAUST and JULIA M. FAUST, his wife, and ROBERT L. FAUST
of the first part, hereinafter referred to as MORTGAGOR, and PAUL W. PHILLIPS and BLANCHE
R. PHILLIPS, his wife of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a
~~promissory note of even date herewith~~ in the principal sum of TWENTY ONE THOUSAND
Dollars (\$ 21,000.00) payable, with interest thereon
from the date hereof at the rate of ten (10 %) per centum per annum on the unpaid principal until paid,
at the designated office of the holder, in the manner following: The aforesaid principal indebted-
ness and the interest to accrue thereon shall be due and payable in
240 equal, consecutive, monthly installments of \$202.66 each, in-
cluding interest, shall commence on the 14 day of January,
1980, and shall be due on the 14 day of each and every month there-
after until said indebtedness is fully paid and satisfied. Said
Mortgagors shall have the right at any time, without premium or
penalty, to prepay all or any part of the aforesaid principal indebted-
ness; provided, however, that all prepayments of principal shall be
accompanied by the payment of all interest accruing to the date of
such prepayment.

AND WHEREAS, the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of
One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey
and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or tract of land situate, lying and being in the Town of
Sudlersville, First Election District of Queen Anne's County, State
of Maryland, fronting on Miller Street, and N. Linden Avenue, in said
town, and being designated as the Lumber Yard Tract, containing 1.400
acres of land, more or less, in a survey by William R. Nuttle, dated
September, 1973, a plat of which is filed in Liber C.W.C. No. 88 folio
63, of the Land Records of Queen Anne's County.

BEING the same lands granted and conveyed unto said Mortgagors by deed
from Lewis W. Cruikshank and Mary M. Cruikshank, his wife, dated the
14 day of December, 1979, and recorded, or intended to be
corrected among the Land Records of Queen Anne's County immediately
prior hereto.

Should the title to the herein mortgaged property be acquired by any
person, persons, partnership or corporation, other than the Mortgagor,
by voluntary or involuntary grant or assignment, or in any other manner
without the Mortgagee's written consent, or should the same be encumbered
by the Mortgagor, their heirs, personal representatives and assigns,
without the Mortgagee's written consent, then the whole of said principal
sum shall at the option of the Mortgagee immediately become due and
owing as herein provided.

CLEAR
1979 DEC 14 PM 3:31
QUEEN ANNE'S COUNTY

DEC 14-79 * 26496 *****11.00
DEC 14-79 A #26496 *****11.00

Paul W. Phillips

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Vachel A. Downes, Jr. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 175.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Connie L. Hutson
Connie L. Hutson
Connie L. Hutson

Malcolm E. Faust (SEAL)
Malcolm E. Faust
Julia M. Faust (SEAL)
Robert L. Faust (SEAL)
Robert L. Faust (SEAL)

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

On this the 14 day of December, 1979, before me, *

the undersigned officer, personally appeared Malcolm E. Faust and Julia M. Faust, wife, and Robert L. Faust known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Paul W. Phillips and Blanche R. Phillips, wife

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, * (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

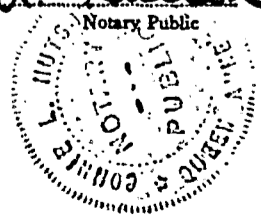
IN WITNESS WHEREOF I hereunto set my hand and official seal.

*and further made oath that the principal sum hereof has been paid over and disbursed by the Mortgagee unto the Mortgagor at a time

Connie L. Hutson

*Here insert the name of the officer who takes the acknowledgment.

no later than the final and complete execution and delivery of this Mortgage by the Borrower;



19 210

LIBER 196 PAGE 596

No. ⁵⁰ 112516-0
Re CLERK OF CIRCUIT COURT

RECEIVED FOR RECORD

1983 MAY 18 AM 10:19

QUEEN ANNE'S COUNTY

MAY 18-83 29643 *****11.50
MAY 18-83 A #29643K *****50
MAY 18-83 A #29642 *****14.00

Assignment

OF MORTGAGE FROM Malcolm E. Faust and Julia M. Fause, wife, Robert L. Faust
TO Paul W. Phillips, and Blanche R. Phillips, hiswife AS RECORDED IN

LIB. MWM NO. 158 FOLIO 59

MAIL TO Ms. Beatrix P. Duggan, Sudlersville, Maryland 21668

1987 MAR 21

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
3 North First Street
Denton, Maryland 21629
Plaintiff :

vs :

ROBERT L. FAUST
Main Street : QUEEN ANNE'S CO., MD
Sudlersville, MD 21668 :

MALCOLM E. FAUST
Sudlersville, MD 21668 :

JULIA M. FAUST
Sudlersville, MD 21668
Defendants :

CIVIL NO. 87-00932

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt submitted by Douglas H. Everngam, Assignee, on account of a delinquent mortgage from Malcolm E. Faust and Julia M. Faust, his wife, and Robert L. Faust, to Paul W. Phillips and Blanche R. Phillips, his wife, dated December 14, 1979 and recorded in Liber No. 158, folio 369, one of the Mortgage Records for Queen Anne's County, Maryland:

Principal amount of loan ----- \$21,000.00

Less: principal reduction ----- -0-

Outstanding principal due ----- \$21,000.00

Accrued interest from 12/14/79
to 3/16/87----- 15,220.25

Interest from 3/17/87 to accrue at
\$5.75 per diem

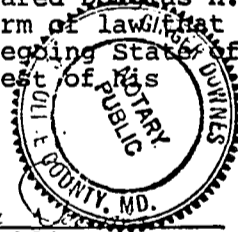
TOTAL PRINCIPAL & INTERST DUE AS OF
3/16/87 ----- \$36,220.25

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of March, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Douglas H. Everngam, Assignee, and made oath in due form of law that the matters and facts contained in the foregoing State of Mortgage Debt are true and correct to the best of my knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

D. Singer
Notary Public



My Commission Expires: July 1, 1990

RECEIVED
CLERK OF CIRCUIT COURT

1987 MAR 18 AM 9:55

QUEEN ANNE'S COUNTY

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

19 212

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
 3 North First Street
 Denton, Maryland 21629
 Plaintiff :
 vs :
 ROBERT L. FAUST :
 Main Street : QUEEN ANNE'S CO., MD
 Sudlersville, MD 21668 :
 MALCOLM E. FAUST :
 Sudlersville, MD 21668 :
 JULIA M. FAUST :
 Sudlersville, MD 21668 :
 Defendants : CIVIL NO. 87-00932

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of March, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Beatrix P. Duggan Richards, Personal Representative of the Estate of Blanche R. Phillips, Deceased, and made oath in due form of law, that to the best of her knowledge, information and belief:


(a) The Defendants are not in the Military Service of the United States of America.

(b) The Defendants are not in the Military Service of any Nation allied with the United States of America.

(c) The Defendants have not been ordered to report for induction under the Selective Training and Service Act.

(d) The Defendants are not a member of the United States Reserve Corps who have been ordered to report for military service.

FILED IN SECT. 10
 1987 MAR 18 AM 9:55
 CAROLINE COUNTY
 MARYLAND



Angela Thomas
 Notary Public

My Commission Expires:

July 1, 1990

NIER, JARRELL
 HUBBARD
 & EVERNGAM
 ATTORNEYS AT LAW
 DENTON, MARYLAND
 21629-0130
 TELEPHONE
 479-2112
 479-1000

ETNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT

BOND NO. _____

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND
DOUGLAS H. EVERNGAM, ASSIGNEE

PLAINTIFF
VS.
MALCOLM E. FAUST, ET AL.
DEFENDANT

CIVIL NO. 932

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

BOND

KNOW ALL MEN BY THESE PRESENTS;

That we, I, Douglas H. Everngam, Assignee as Principal, and the Etna Casualty and Surety Company, Hartford, Connecticut, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY SIX THOUSAND (\$36,000) DOLLARS to be paid to the said State or its certain Attorney, to which payment well and and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of April in the year of our Lord ONE THOUSAND NINE HUNDRED AND EIGHTY SEVEN.

Whereas, the above bounden Douglas H. Everngam, Assignee by virtue of the power contained in a mortgage from Malcolm E. Faust, Julia M. Faust and Robert L. Faust to Paul W. Phillips and Blanche R. Phillips BEARING DATE THE 14th day of December, 1979 and recorded among the mortgage records of Queen Anne's County in Liber No. 158 Folio 369 and is about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Douglas H. Everngam, Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Douglas H. Everngam, Assignee, Has hereto set his hand and Seal and the said Body Corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above, written.

Signed, sealed and dated in the presence of: Donnie T. Vogt Surety Approved Douglas H. Everngam, Assignee

BY: Richard W. Hinkle THE AETNA CASUALTY AND SURETY COMPANY
Richard W. Hinkle (SEAL)

RECEIVED
CLERK, CIRCUIT COURT

1987 APR 20 AM 10:57

QUEEN ANNE'S COUNTY

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 4, folio 153, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of May, 1987.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the Circuit Court for Queen Anne's County

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

DOUGLAS H. EVERNGAM, ASSIGNEE

Vs.

No. 932

MALCOLM E. FAUST, et al.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Douglas H. Everngam, Assignee, in the above entitled cause, respectfully shows:

First: That Malcolm E. Faust and Julia M. Faust, his wife, and Robert L. Faust executed a mortgage to Paul W. Phillips and Blanche R. Phillips, his wife bearing date the 14th day of December, 1979, and recorded in Liber No. 158, Folio 369, etc., one of the Mortgage Record Books for Queen Anne's County, aforesaid, which has been duly assigned to Douglas H. Everngam, Assignee for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy of said mortgage filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said mortgage and after having given bond as required by law, with surety approved by the Clerk of the Circuit Court for Queen Anne's County, for the faithful performance of his trust, and after having complied with all other prerequisites of law and said mortgage, and after having given the required notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, as will appear by a printer's certificate of said advertisement filed herewith, your did attend at public sale, at _____ in the town of Sudlersville, Maryland, on April 20, 1987, between the hours of 11:00 and 12:00 o'clock P. M., and then and there proceeded to sell the property mentioned in said mortgage, and described as follows:

ALL that lot or tract of land situate, lying and being in the Town of Sudlersville, First Election District of Queen Anne's County, State of Maryland, fronting on Miller Street and N. Linden Avenue, in said town, and being designated as the Lumber Yard Tract, containing 1.400 acres of land, more or less, in a survey by William R. Nuttle, dated September, 1973, a plat of which is filed in Liber C.W.C. No. 88, folio 63, of the Land Records of Queen Anne's County. IT BEING the same lands granted and conveyed unto said Mortgagors by Deed from Lewis W. Cruikshank and Mary M. Cruikshank, his wife, dated the 14th day of December, 1979, and recorded among the Land Records of Queen Anne's County in Liber 158, folio 367.

RECEIVED
CLERK OF THE CIRCUIT COURT
1987 APR 22 11 13 AM '87
QUEEN ANNE'S COUNTY

1987 10 215

Your then and there sold the said property to Robert L. Faust and Lillian L. Faust, their being the highest bidders therefor, at the sum of FORTY-TWO THOUSAND AND 00/100's (\$42,000.00), and said purchasers have satisfactorily complied with the terms of sale.

Respectfully submitted,

[Handwritten Signature]

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of April, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Douglas H. Everngam, Assignee

, and made oath in due form of law that the matters and things stated in the aforesaid Report of Sale are correct and true as therein stated, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.
My Commission Expires:
July 1, 1990

Singer Dawnes
Notary Public.



19 216

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
Plaintiff
vs : QUEEN ANNE'S CO., MARYLAND
MALCOLM E. FAUST, et al.
Defendants : CIVIL No. 932

AFFIDAVIT OF PURCHASER

The undersigned,
under the penalties of perjury, does hereby make oath in due
form of law as follows:

That I was the highest bidder on the property sold in
these proceedings and further state that:

- (1) I was not acting as agent for anyone.
- (2) No others are interested as principals.
- (3) Neither I, nor any of my employees, agents,
attorneys, or representatives, directly or indirectly
discouraged anyone from bidding for the said property.

Robert L. Faust

Malcolm E. Faust

"Purchasers"

FILED
1987 APR 22 AM 10:13
QUEEN ANNE'S COUNTY

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
478-2112
478-1000

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DOUGLAS H. EVERNGAM, Assignee

vs.

MALCOLM E. FAUST, et al.

Civil No. 87-00932

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 22nd day of April, 1987 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Filed April 22, 1987

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
 Plaintiff

vs : QUEEN ANNE'S CO., MARYLAND

MALCOLM E. FAUST, et al.
 Defendants : CIVIL No. 932

AFFIDAVIT UNDER MARYLAND RULE W74a2(c)

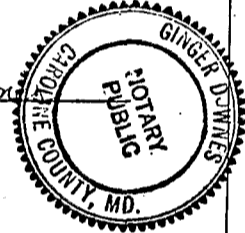
STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared Douglas H. Everngam, Assignee, and made oath in due form of law as follows:

(1) That the Affiant did on April 7, 1987, mail by certified mail, return receipt requested and regular mail, to Mr. Robert L. Faust, Mr. Malcolm E. Faust and Ms. Julia M. Faust, Main Street, Sudlersville, Maryland 21668 notice of the time, place and terms of sale. The receipts signed by Robert L. Faust and Julia M. Faust are attached hereto.

AS WITNESS my hand and Notarial Seal this 27th day of April, 1987.

Ginger D. Jones
 Notary Public



My Commission Expires: 7/1/90

1987 APR 30 AM 10:17
 QUEEN ANNE'S COUNTY

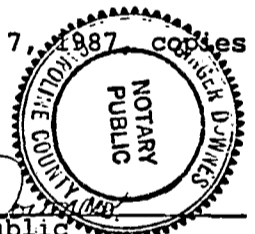
NIER, JARELL
 HUBBARD
 & EVERNGAM
 ATTORNEYS AT LAW
 DENTON, MARYLAND
 21029-0130
 TELEPHONE
 479-2112
 479-1000

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
Plaintiff
vs : QUEEN ANNE'S CO., MARYLAND
MALCOLM E. FAUST, et al.
Defendants : CIVIL No. 432

AFFIDAVIT UNDER SECTION 7-105(b)
OF THE REAL PROPERTY ARTICLE

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of
April, 1987, before me, the subscriber, a Notary
Public of the State and County aforesaid, personally
appeared Douglas H. Everngam, Assignee in the above entitled
case who by virtue of the Mortgage filed in these
proceedings was empowered to sell the mortgage property in
the proceedings in such case, and made oath in due form of
law that on March 17, 1987 he caused to be mailed by
certified and regular mail to the present record owners last
known address stating the time, place and terms of sale of
the mortgage property by letters dated April 7, 1987, copies
of which are attached hereto.



Douglas H. Everngam
Notary Public

My Commission Expires:
July 1, 1990

1987 APR 30 AM 10:17
QUEEN ANNE'S COUNTY

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130
TELEPHONE
479-2112
479-1000

19 220
LAW OFFICES

NIER, JARRELL, HUBBARD & EVERNGAM

3 NORTH FIRST STREET

P.O. BOX 130

DENTON, MARYLAND 21629-0130

GEORGE C. NIER
ROBERT E. JARRELL
JAMES C. HUBBARD
DOUGLAS H. EVERNGAM

AREA CODE 301
TELEPHONE 479-1000
479-2112

April 7, 1987

OF COUNSEL
K. THOMAS EVERNGAM

CERTIFIED MAIL -
RESTRICTED DELIVERY -
RETURN RECEIPT REQUESTED

Mr. Robert L. Faust
Mr. Malcolm E. Faust &
Ms. Julia M. Faust
Main Street
Sudlersville, MD 21668

RE: Mortgage Foreclosure Notice

Gentlemen & Ms. Faust:

This letter is to serve as notice as required by Maryland Rule of Procedure W74a.2.(c) that property owned by you but subject to a Mortgage duly recorded at Liber 158, folio 367, one of the Mortgage Records for Queen Anne's Couty, Maryland, will be sold at public auction sale on April 20, 1987 at 11:00 a.m. at the premises in Sudlersville, Maryland.

I have enclosed a copy of the Advertisement of Sale which appeared in the April 1, 1987 edition of the Queen Anne's Record Observer to provide you with the terms of sale.

A xeroxed copy of this letter is being sent to you by regular mail.

Sincerely yours,

Douglas H. Everngam

DHE:gmd
Enc.

19 221

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
 Plaintiff

vs. : QUEEN ANNE'S COUNTY, MARYLAND

MALCOLM E. FAUST, et al. : CIVIL NO. 932
 Defendants

SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery.

3. Article Addressed to:
 Mr. Robert L. Faust
 Main Street
 Sudlersville, MD 21668

4. Article Number
 P 427 212 322

Type of Service:
 Registered Insured
 Certified COD
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Robert L. Faust*

6. Signature - Agent
 X

7. Date of Delivery
 4-9-87

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

**NIER, JARRELL,
 HUBBARD
 & EVERNGAM
 ATTORNEYS AT LAW
 DENTON, MARYLAND
 21629-0130**

TELEPHONE
 479-2112
 479-1000

SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery.

3. Article Addressed to:
 Ms. Julia M. Faust
 Main Street
 Sudlersville, MD 21668

4. Article Number
 P 427 212 320

Type of Service:
 Registered Insured
 Certified COD
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Julia M. Faust*

6. Signature - Agent
 X

7. Date of Delivery
 4-10-87

8. Addressee's Address (ONLY if requested and fee paid)

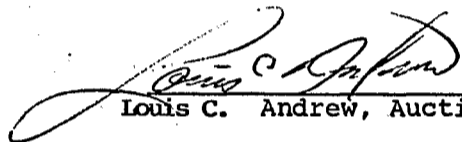
PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

19 2022

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
Plaintiff
vs : QUEEN ANNE'S CO., MARYLAND
MALCOLM E. FAUST, et al.
Defendants : CIVIL No. 472

MEMORANDUM OF SALE

I, Louis C. Andrew, do hereby make oath in due form of law that I, as auctioneer, did sale to Robert L. & Jillian L. Faust (being the highest bidders) the parcel of real property mentioned in the Petition For Foreclosure on April 20, 1987 at 11:00 a.m. for the following sale price: \$ 42,000.00.


Louis C. Andrew, Auctioneer

RECEIVED
CLERK OF COURT
1987 APR 30 AM 10:17
QUEEN ANNE'S COUNTY

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

DOCUMENT NO. 136444

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 13th day of March, 1987 between Beatrix P. Duggan and Beatrix P. Duggan Richards, Trustees, (hereinafter collectively called "ASSIGNOR") and Douglas H. Everngam, (hereinafter called "ASSIGNEE")

R E C I T A L S

WHEREAS, Malcolm E. Faust and Julia M. Faust, his wife, and Robert L. Faust executed a Mortgage dated December 14, 1979 and recorded among the Land Records of Queen Anne's County, Maryland in Liber No. 158, folio 369 ("Mortgage") to Paul W. Phillips and Blanche R. Phillips, his wife, to secure the payment of a mortgage debt in the original principal sum of \$21,000.00 evidenced by a Promissory Note in said amount of even date therewith. Assignor has heretofore been assigned the said Mortgage and Promissory Note by the personal representative of the Estate of Blanche R. Phillips, deceased, and is the current holder thereof.

ASSIGN	ON
RECD. FEE	13.00
POSTAGE	.50
SUBTOTAL	13.50

RECEIVED
COURT CLERK
1987 MAY 19 AM 9:54
QUEEN ANNE'S COUNTY

Assignor, by this instrument pursuant to Rules W70-W79, inclusive, of the Maryland Rules does hereby assign the Mortgage to the Assignee solely in order to exercise the power of sale contained therein pursuant to Section 7-105 of the Real Property Article of the Annotated Code of Maryland, 1974 Volume.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers, conveys and sets over the Assignee all of its right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due thereunder, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage in h

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130
TELEPHONE
479-2112
479-1000

FILED

MAY 22 1987

CIRCUIT COURT
QUEEN ANNE'S CO.

is now in default, and otherwise collecting all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto Assignee, his heirs, personal representatives and assigns, absolutely for the purposes hereinabove specified.

IN WITNESS WHEREOF, assignor has executed this Assignment of Mortgage under seal the day and year first above written.

WITNESS:

David Richards

Beatrix P. Duggan (SEAL)

Erin G. Richards

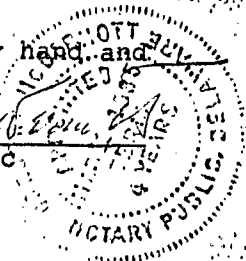
Beatrix Patricia Duggan Richards (SEAL)

DELAWARE SUSSEX
STATE OF MARYLAND, COUNTY OF CAROLINE, TO WIT:

I HEREBY CERTIFY that on this 28th day of MARCH, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Beatrix P. Duggan, Trustee, and acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

[Signature]
Notary Public

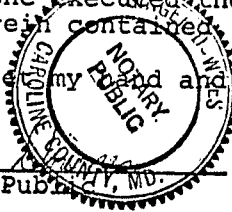


STATE OF MARYLAND, COUNTY OF CAROLINE, TO WIT:

I HEREBY CERTIFY that on this 13th day of March, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Beatrix P. Duggan Richards, Trustee, and acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

[Signature]
Notary Public



Commission Expires:
7/1/90

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

DOUGLAS H. EVERNGAM, ASSIGNEE : IN THE CIRCUIT COURT FOR
 3 North First Street
 Denton, Maryland 21629
 Plaintiff :

vs :

ROBERT L. FAUST :
 Main Street : QUEEN ANNE'S CO., MD
 Sudlersville, MD 21668 :

MALCOLM E. FAUST :
 Sudlersville, MD 21668 :

JULIA M. FAUST :
 Sudlersville, MD 21668 :
 Defendants : CIVIL NO. 87-00932

AMENDED
STATEMENT OF MORTGAGE DEBT

Amended Statement of Mortgage Debt submitted by Douglas H. Everngam, Assignee, on account of a delinquent mortgage from Malcolm E. Faust and Julia M. Faust, his wife, and Robert L. Faust, to Paul W. Phillips and Blanche R. Phillips, his wife, dated December 14, 1979 and recorded in Liber No. 158, folio 369, one of the Mortgage Records for Queen Anne's County, Maryland:

Principal amount of loan -----	\$21,000.00
Less: principal reduction -----(-)	346.98
Outstanding principal due -----	20,653.02
Accrued interest from 11/14/80 to 3/16/87-----	11,316.01
Insurance Premiums paid -----	1,313.00
State, County and Town real property taxes paid -----	806.25

Interest from 3/17/87 to accrue at
 the rate of \$5.66 per diem

TOTAL PRINCIPAL & INTERST DUE AS OF
 3/16/87 -----\$34,088.28

CLERK OF CIRCUIT COURT
 1987 JUN -1 AM 10:38
 QUEEN ANNE'S COUNTY

NIER, JARRELL,
 HUBBARD
 & EVERNGAM
 ATTORNEYS AT LAW
 DENTON, MARYLAND
 21629-0130


TELEPHONE
 479-2112
 479-1000

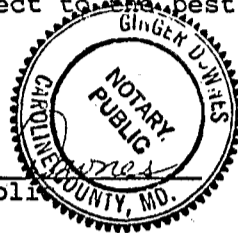
19 226

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of May, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Douglas H. Everngam, Assignee, and made oath in due form of law that the matters and facts contained in the foregoing Amended Statement of Mortgage Debt are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.


Notary Public



My Commission Expires:

July 1, 1990

**NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130**

**TELEPHONE
478-2112
478-1000**

DOUGLAS H. EVERNGAM, ASSIGNEE
Plaintiff

vs.

ROBERT L. FAUST,
MALCOLM E. FAUST and
JULIA M. FAUST
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

CIVIL NO. 87-00932

Centreville, Md. 4/15 19 87

We Hereby Certify

That the annexed advertisement of
Assignee's Sale
was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 20th day of April 19 87.

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
1st day of April
19 87, and the last insertion on the
15th day of April
19 87.

Publishers, Record Observer

Per Douglas H. Everngam

1987 JUN -9 AM 9:49
QUEEN ANNE'S COUNTY

NIER, JARRELL, HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130
TELEPHONE
479-2112
479-1000

NIER, JARRELL, HUBBARD & EVERNGAM
3 North First Street
Denton, Maryland 21629
(301) 479-1000

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY
First Election District of Queen Anne's County
Located on Miller Street and N. Linden Avenue
Sudlersville, Maryland

Under and by virtue of the Power of Sale con-
tained in a Purchase Money Mortgage from
Malcolm E. Faust, Julia M. Faust, his wife, and
Robert L. Faust, dated December 14, 1979 and
recorded in Liber 158, folio 369, one of the Land
Records for Queen Anne's County, Maryland,
default having occurred under the terms of said
Mortgage, the undersigned Assignee will sell at
public auction to the highest bidder at the premises
in Sudlersville, Maryland on

April 20, 1987
At 11:00 a.m.

ALL that lot or tract of land situate, lying and be-
ing in the Town of Sudlersville, First Election
District of Queen Anne's County, State of
Maryland, fronting on Miller Street and N. Linden
Avenue, in said town, and being designated as the
Lumber Yard Tract, containing 1.400 acres of land,
more or less, in a survey by William R. Nuttle,
dated September, 1973, a plat of which is filed in
Liber C.W.C. No. 88, folio 63, of the Land Records
of Queen Anne's County. IT BEING the same lands
granted and conveyed unto said Mortgagees by
Deed from Lewis W. Cruikshenk and Mery M.
Cruikshenk, his wife, dated the 14th day of
December, 1979, and recorded among the Land
Records of Queen Anne's County in Liber 158, folio
367.

TOGETHER WITH all rights, alleys, ways, tenements,
hereditaments, easements, appurtenances,
accessions and privileges now or hereafter apper-
taining to the Property.

TOGETHER WITH all improvements, structures
and buildings now on the Land.

IMPROVEMENTS: Offices, showroom, wood-
shop and three sheds.

The property will be sold subject to all condi-
tions, liens, restrictions and agreement of record
affecting same, if any.

TERMS OF SALE: a cash deposit or certified
check of \$10,000.00 shall be paid at the time and
place of sale, balance in cash at settlement which
shall be twenty-one (21) days after final ratification
of sale by the Circuit Court of Queen Anne's County,
Maryland, unless said period is extended by the
Assignee, his successors or assigns for good cause
shown, time being of the essence; interest at the
rate of ten percent (10%) per annum shall be paid
on unpaid purchase money from date of sale to
date of settlement. Should the holder of the note
to be the successful bidder, they will not be re-
quired to tender a deposit. Taxes and water rent to
be adjusted to date of sale. All other public charges
and assessments shall be adjusted to date of sale
and assumed thereafter by the purchaser. Cost of
all documentary stamps, transfer taxes, document
preparation and title insurance shall be borne by
the purchaser. The property and improvements are
being sold in an "AS IS" condition and without
any warranty, express or implied. The Assignee
reserves the absolute right to reject any and all bids
which he deems inadequate.

Douglas H. Everngam, Assignee
(301) 479-2100

AUCTIONEER: Louis C. Andrew
RB-4-1-31-010

1987 APR 228

Centreville, Md. 5/13 19 87

We Hereby Certify

That the annexed advertisement of

Ratification

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 12th day of May 19 87.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 24th day of April 19 87, and the last insertion on the 13th day of May 19 87.

Publishers, Record Observer

Per [Signature]

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
DOUGLAS H. EVERGAM, Assignee

vs.
MALCOLM E. FAUST, et al.
Civil No. 87-00932

NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 22nd day of April, 1987 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof

Margarite W. Mankin, Clerk
True Copy, Test:
Margarite W. Menkin, Clerk
By: Batty M. Comegys, Deputy Clerk

Filed April 22, 1987

RB 4-29-31-057

RECEIVED
CLERK, CIRCUIT COURT
1987 JUN 29 AM 10:41
QUEEN ANNE'S COUNTY

DOUGLAS H. EVERNGAM, ASSIGNEE
vs
ROBERT L. FAUST, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
CIVIL NO. 87-00932

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above matter was fairly and properly made in accordance with Rule BR 6 b. 4., it is

ORDERED by the Circuit Court for Queen Anne's County, this 1st day of July, 19 87, that the sale of the real estate made and reported in this cause by Douglas H. Everngam, ~~Attorney~~ Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Notice and the said attorney assignee is allowed the usual commissions and proper expenses, not personal, as he shall be required to produce to the Auditor.

It is FURTHER ORDERED in accordance with Rule BR 6 b. 5., that this matter is hereby referred to the Court Auditor to determine the distribution of funds upon the sale of the property in the above matter.

It is FURTHER ORDERED, that the Clerk furnish a copy of the information which the fiduciary is to furnish to the Auditor along with a form of suggested account. This is to be furnished to the Auditor within fifteen days of the recording of the deed in this matter.

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It is FURTHER ORDERED, that upon receipt of this information from the fiduciary, the Auditor is to complete an audit of the sale and render an account in accordance with Rule 2-543 (e) within 45 days, unless extended by the Court.

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Cayton C. Carter

Judge

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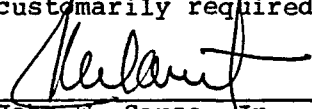
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DOUGLAS H. EVERNGAM :
 :
 v. : Civil #87-00932
 :
 ROBERT L. FAUST, et al. :
 :
 : : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled action having been referred to the Auditor in accordance with Maryland Rule 2-543, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties:

1. To contact the fiduciary to obtain required information with respect to costs of advertising.
2. To recompute various adjustments to date of sale in accordance with the advertisement of sale.
3. To undertake legal research to determine the propriety of garnishing surplus proceeds of sale.
4. The services here mentioned involved 1.75 hours in addition to the time customarily required.

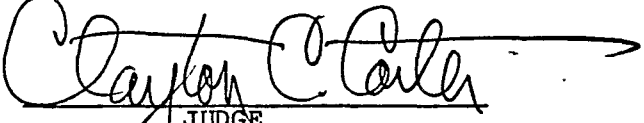


 John W. Sause, Jr.
 Auditor

ORDER

The foregoing Request having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 17th day of August, 1987, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$ 175.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 2-543 (f).



 JUDGE

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DOUGLAS H. EVERNGAM :
 v. : Civil #87-00932
 ROBERT L. FAUST, et al. :
 : : : : :
 : : : : :

AUDITOR'S FIRST AND PARTIAL ACCOUNT

PROCEEDS OF FORECLOSURE SALE (Note A)			
Sale Price, as reported		\$ 42,000.00	
Interest on \$ 32,000.00 @ 10%			
from 04/20/87 to 07/10/87			
81 days @ \$8.77 per day		710.37	
Real property taxes \$423.22			
from 04/20/87 to 06/30/87			
294 days @ \$ 1.16		341.04-	
Interest/Penalty		34.63-	
Town property taxes \$ 77.38			
from 04/20/87 to 04/20/87			
294 days @ \$.21		62.47-	
Sewer charges			
from 01/01/87 to 03/31/87		161.26-	
from 04/01/87 to 04/10/87			
10 days @ \$.43		<u>4.30-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 42,106.67
COMMISSIONS, to Fiduciary		\$ 2,250.00-	
ATTORNEY FEE, per MORTGAGE		175.00-	
EXPENSES OF SALE			
Court costs	\$ 211.50-		
Advertising			
Notices of sale			
Record-Observer	253.10-		
Star Democrat	128.18-		
Delaware State News	43.30-		
Report of sale	55.72-		
Bond premium	144.00-		
Auctioneer's fee	105.00-		
Certified mail	<u>5.52-</u>	946.32-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 175.00-		
Postage & copies	<u>2.08-</u>	<u>177.08-</u>	<u>3,548.40-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 38,558.27

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INDEBTEDNESS DUE UNDER MORTGAGE

Per Statement of Debt

Principal	\$ 20,653.02-	
Interest to 03/16/87	11,316.01-	
1985/86 Real Property		
State/County	460.67-	
Town of Sudlersville	345.58-	
Insurance premiums paid	1,313.00-	
Interest on principal @ 10%		
03/16/87 to 06/19/87		
95 days @ \$5.66	<u>537.70-</u>	\$ 34,625.98-

AVAILABLE FOR DISTRIBUTION, as above 38,558.27

SURPLUS (NOT DISTRIBUTED See Note B) \$ 3,932.29

Note A: The advertisement provided that taxes and charges were to be adjusted to date of sale. It appears from the settlement statement that another date may have been used. The adjustment date established in the advertisement is used in the Audit.

Note B: The Assignee reports that writs of garnishment were issued by the District Court in Cases 3-4-86-CV24-26 and suggests that "the surplus shall be tendered to the Estate of Blanche R. Phillips", presumably the Garnishor.

In Early v. Dorsett, 45 Md. 462, 467-469, the Court of Appeals pointed out that, under these circumstances, there has been no final order in the garnishment cases, since the amount of surplus in the hands of the garnishee can be ascertained only after the Audit is ratified. Accordingly, the proper procedure is for the Court to ascertain the amount of surplus but withhold final action with regard to it. After the Audit is ratified, further proceedings are required: (1) confession, by the garnishee, in the garnishment case(s), that he holds such amount; (2) obtention of judgment by the Garnishor on the basis of the assets confessed; (3) further order by this Court allowing payment of the surplus in accordance with the judgment of condemnation of the District Court. See also, Rule 3-645.

NOTICE

The attached Account was filed on August 17, 1987. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #87-00932. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

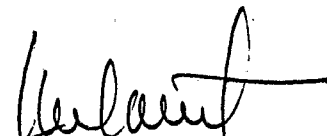
I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on August 17, 1987:

Douglas H. Everngam, Esquire
3 North First Street
Denton, Maryland 21629

Robert L. Faust
Main Street
Sudlersville, Maryland 21668

Malcolm E. Faust
Main Street
Sudlersville, Maryland 21668

Julia M. Faust
Main Street
Sudlersville, Maryland 21668



John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DOUGLAS H. EVERNGAM

:
:

v.

Civil #87-00932

ROBERT L. FAUST, et al.

:
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 31st day of August, 1987,

ORDERED that the First and Partial Account of the Auditor is hereby ratified and confirmed, subject to further Order with respect to the surplus.

Cayton Carter

JUDGE

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1987 AUG 31 PM 1:30
QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER
J. DONALD BRADEN
SUCCESSOR TRUSTEES
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Plaintiffs

vs.

ANTHONY H. CUSIMANO
3410 Calvert Road
Stevensville, MD 21666

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

* * * * *

CIVIL 8700980H
CIV FEES 70.00
SUBTOTAL 83.00
CHECK/NO 83.00
#276180 C001 R01 T15:53
04/30/87

ORDER TO DOCKET FORECLOSURE OF DEED OF TRUST

Madam Clerk:

Please docket the above-entitled cause of action,
together with

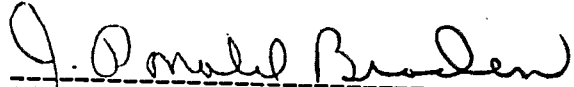
- (1) a certified copy of that certain Deed of Trust from Anthony H. Cusimano, to F. Leroy Houck and Jay FitzGerald, Trustees, dated May 9, 1986, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 251, folio 406, attached hereto as Exhibit A; and
- (2) Deed of Appointment of Substitute Trustees, Michael R. Foster and J. Donald Braden, attached hereto as Exhibit B; and
- (3) Statement of Debt under oath by the trustees attached hereto as Exhibit C; and

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QUEEN ANNE'S COUNTY

(4) Statement of Military Service Affidavit,
being attached hereto as Exhibit D.



Michael R. Foster
Successor Trustee



J. Donald Braden
Successor Trustee

Foster and Braden
Shopping Center Road
Morgan Building
Stevensville, Maryland 21666
(301) 643-2141

DOCUMENT NO. 1897

251 406

DEED OF TRUST

THIS DEED OF TRUST IS MADE THIS 9th day of May, 1986, by ANTHONY H. CUSIMANO (together the "Grantor"), and F. LeRoy Houck, Jr. and Jay FitzGerald, as Trustees (the "Trustees").

WHEREAS, the Grantor is justly indebted unto First Fidelity Bank, a Maryland banking corporation (the "Bank") in the principal amount of ONE HUNDRED TWENTY FIVE THOUSAND and no/100 DOLLARS (\$125,000), which principal amount with interest thereon is evidenced by the Grantor's Deed of Trust Note of even date herewith, payable to the order of the Bank (the "Note"); and

WHEREAS, the Grantor desires to secure the payment of all sums evidenced by the Note, all other monies now or hereafter advanced or expended by the Trustees or the Bank as provided for herein or by applicable law and all costs, expenses, charges, liabilities, commissions, half-commissions and attorney's fees now or hereafter chargeable to, incurred by or disbursed by the Trustees, the Bank or the Grantor as provided herein (collectively, the "Obligations") and the performance of the terms, conditions and provisions of the Note and of any other instruments, agreements and documents, previously, simultaneously or hereafter executed and delivered by the Grantor or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying or in connection with the Obligations. The Note, this Deed of Trust and all such other instruments, agreements and documents are hereinafter sometimes referred to collectively as the "Loan Documents."

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does grant, convey and assign to the Trustees, the survivors or survivor of them, and their or his successors or successor, in and on the following (collectively, the "Property"):

1. The parcel or parcels of land situate in Queen Anne's County, State of Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, together with all buildings, structures and improvements both now and hereafter located thereon (the "Land").
2. All of the Grantor's interest in all building materials, machinery, equipment, fixtures, furniture and tangible personal property of every kind and nature whatsoever (other than consumable goods or personal property owned by tenants occupying all or any portion of the Land or improvements thereon), now owned and hereafter acquired and now and hereafter located on, contained in or upon or attached to, or used or usable in connection with, the Land and/or on or in any and all buildings, structures and improvements now or hereafter on the Land, together with all replacements and substitutions therefor and all proceeds thereof.
3. All right, title and interest of the Grantor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Land and the rights, alleys, ways, easements, water rights, fixtures and appurtenances thereto.
4. Any and all judgments, awards of damages, payments proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the Land or any part thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in the value of, the Land or any part thereof (the "Condemnation Awards"), to the extent of the Obligations.
5. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Grantor in and to, and remedies under, all leases of the Land, or any part thereof, both now in existence and hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied, to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

6/19/86 reg. mailed. to Y. Marshall Long, Jr., Esq.
Curtis, Inc.
81017

TO HAVE AND TO HOLD the Property unto the Trustees, the survivor or survivor of them, and their or his successors or successor in the trust, in fee simple; provided, however, (a) until the occurrence of a default hereunder, the Grantor may retain possession of the Property and collect, receive and retain the rents, revenues, proceeds and income therefrom, and (b) if the Grantor shall pay the Obligations in accordance with the terms of the Loan Documents and shall perform all of the terms, conditions and provisions of the Loan Documents, then this Deed of Trust shall be void, and upon proof given to the satisfaction of the Trustees that the Obligations have been satisfied in full, the Trustees shall (at the expense of the Grantor) release and discharge the lien and terminate the security interest of this Deed of Trust record.

FURTHERMORE, the Grantor (jointly and severally if more than one) hereby represents, warrants, covenants and agrees for the benefit of the Bank and the Trustees that:

(a.) The execution and delivery of, and the carrying out of the transaction contemplated by the Loan Documents, and the performance and observance of the terms, covenants, agreements and provisions of the Loan Documents have been duly authorized by all necessary action of the Grantor and will not conflict with or result in a breach of the terms or provisions of any existing law, rule, regulation or order of any court or governmental body.

(b.) The Loan Documents constitute the valid and legally binding obligations of the Grantor and are fully enforceable against the Grantor in accordance with their respective terms.

(c.) The Grantor has the right and authority to convey the Property and does hereby warrant specially, and agrees to defend, the Property and the title thereto, whether now owned or hereafter acquired, against all claims and demands of the Grantor and every person claiming or to claim by, through or under the Grantor.

(d.) The loan evidenced and secured by the Loan Documents is a "commercial loan" as defined in the Commercial Law Article of the Annotated Code of Maryland.

SECTION 2. The Grantor (jointly and severally if more than one) hereby covenants for the benefit of the Bank and the Trustees as follows:

(a.) To pay the Obligations when and as due and payable according to the terms, conditions and provisions of the Note and to pay all other sums according to the terms, conditions and provisions of the Loan Documents.

(b.) To punctually keep, perform, observe and comply with the terms, conditions and provisions of any or all of the Loan Documents to be kept, performed, observed and complied with by the Grantor.

(c.) To keep the Property in good condition and repair and not to sell, lease, remove, demolish or materially alter all or any part of the Property without the prior written consent of the Bank.

(d.) To permit representatives of the Bank to inspect the Property from time to time at any reasonable time.

(e.) To keep the Property free from all liens, security interests and other encumbrances of every kind and nature other than those permitted in writing by the Bank.

(f.) To comply with and not violate any laws, regulations or ordinances applicable to the Property or to any use thereof.

(g.) To collect and apply to the unpaid Obligations as the Bank may direct any Condemnation Awards pertaining to all or any part of the Property.

(h.) To keep the Property fully insured with a responsible insurance company for the benefit of the bank against loss by fire, smoke, flood, explosion or other hazards and casualties insured against by persons operating like properties in the general locality of the Property and in such amounts as from time to time may be required by the Bank (but in any event sufficient to avoid any co-insurance obligations) and/or by applicable law or regulation, and, if requested by the Bank, deliver to the Bank the insurance policy or a certificate thereof. The policies of such insurance and all renewals thereof are hereby

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assigned to and shall be deposited with and held by, the Bank, and as collateral and further security for the Obligations have attached thereto standard mortgage clauses in favor of and entitling the Bank, without contribution, to collect any and all proceeds payable under such insurance as its interest may appear, all to be in form acceptable to the Bank. The Grantor hereby authorizes the Bank, at its option, to collect, adjust and compromise any losses or claims under any such insurance, and after deducting costs and expenses of collection (if any) at the discretion of the Bank as follows: (a) as a credit upon any portion, as selected by the Bank, of the Obligations, or (b) to repairing, replacing or restoring the Property, in which event the Bank shall not be obligated to see to the proper application thereof, nor shall the amount so released or used be deemed a payment on any of the Obligations. The Grantor will immediately notify the Bank of any cancellation of or change in any insurance policy, and each such policy shall contain the agreement of the insurer that such policy will not be modified or cancelled without 30 days prior written notice to the Bank. In addition to and together with the monthly payments under the terms of the Note, the Grantor shall pay to the Bank an amount which shall be estimated by the Bank in its sole discretion from time to time to be sufficient to enable the Bank to pay (out of the monies so paid to the Bank) all premiums for such insurance.

(i.) To take such further action as the Trustees or the Bank may at any time request for better assuring and confirming to the Trustees or to the Bank the Property, this Deed of Trust and/or the conveyance, security interest and lien created hereby.

(j.) To pay as and when due and payable all costs, expenses, recordation taxes and other taxes for which the Property, the Trustees, the Bank or the Grantor may at any time be liable in connection with or as a result of the maturity, collection, enforcement, recording or foreclosure of any or all of the obligations, or any of the Loan Documents.

(k.) To promptly pay in full and discharge before delinquency and before any penalty for non-payment attaches thereto, all taxes, water rents, sewer rents, ground rents, assessments, utility charges (whether public or private), and other governmental or municipal or public or private dues, charges and levies (all of which are hereinafter collectively referred to as the "Taxes") and any prior liens (including federal tax liens) for such Taxes which are or may be levied, imposed or assessed upon the Property or any part thereof. In addition to and together with any monthly payments due under the terms of the Note, the Grantor shall pay to the Bank an amount which shall be estimated by the Bank in its sole discretion from time to time to be sufficient to enable the Bank to pay (out of the monies so paid to the Bank) at least 30 days before due, all Taxes, which sums shall be held by the bank in a non-interest bearing account to pay the Taxes. If the Bank has not accumulated sufficient funds under the terms hereof with which to pay the Taxes when and as the same are due and payable, the Grantor shall pay on demand the amount of any such deficiency.

(l.) To furnish to the Bank, within 90 days after the end of each calendar year, financial statements of the Grantor prepared in accordance with generally accepted accounting principles, consistently applied and certified by the Grantor. The Grantor shall provide, upon the Bank's request, convenient facilities for the audit and verification of any such statements. Within 90 days after the end of each calendar year, the Grantor will furnish or cause to be furnished to the Bank financial statements, prepared as aforesaid, for each guarantor of the Note.

(m.) to perform, comply with and carry out all of the Grantor's covenants and agreements as lessor or landlord contained in any existing or future lease or leases of the Property or any part thereof, the rentals from any and all of which are hereby assigned by the Grantor to the Trustees and to the Bank as security for the payment of the obligations and the performance of the Loan Documents.

(n.) Without the prior written consent of the Bank, not execute any further leases of the Property, or a part thereof.

If the Grantor fails to perform, comply with or observe any of the foregoing covenants, the Bank or the Trustees may, but are not obligated to, perform, comply with or observe the same on behalf of the Grantor. All monies advanced and costs and expenses incurred by the Bank or the Trustees (as the case may be) in so doing (collectively, the "Expense Payments"), together with interest thereon at a per annum rate of interest which is equal to the rate of interest charged on the principal of the Note plus 1% per annum from the date of payment until repaid in full, shall be paid to the Bank or to the Trustees (as the case may be) by the Grantor on demand and shall be secured by this Deed of Trust.

BOOK 251 PAGE 409

This Deed of Trust creates a security interest in the Property, and, to the extent any portion of the extent any portion of the Property is not real property, this Deed of Trust constitutes a security agreement from the Grantor to the Bank under the Maryland Uniform Commercial Code in such portion of the Property and the proceeds (cash and non-cash) thereof. With respect to such portion of the Property, the Bank shall have all the rights and remedies of a secured party under the Maryland Uniform Commercial Code.

SECTION 3. The occurrence of any one or more of the following events shall constitute a default under this Deed of Trust:

- (a.) The failure of the Grantor to pay any or all of the Obligations as and when due and payable.
- (b.) The failure of the Grantor to perform, observe or comply with any of the terms, conditions and provisions of this Deed of Trust and/or of the Loan Documents.
- (c.) The occurrence of a default (as described or defined therein) under any other indebtedness or liability for borrowed money of the Grantor (other than the Obligations) if the effect of such default is to accelerate the maturity of such evidence of indebtedness or liability or to permit the holder thereof to cause any indebtedness to be due prior to its stated maturity.
- (d.) Any execution or attachment shall be levied against the Property, or any part thereof, and such execution or attachment shall not be set aside, discharged or stayed within 30 days after the same shall have been levied.
- (e.) The entry of a final judgment for the payment of money involving more than \$10,000.00 against the Grantor and the failure by the Grantor to discharge the same, or cause it to be discharged, within 60 days from the date of the order, decree or process under which or pursuant to which such judgment was entered, or to secure a stay of execution pending appeal of such judgment.
- (f.) An event of default (as defined therein) should exist or occur under any other mortgage, deed of trust or other instrument encumbering all or any portion of the Property regardless of whether or not the creation of such mortgage, deed of trust or other encumbrance has been previously consented to by the Bank.
- (g.) If any information contained in any financial statement, application, schedule, report or any other document given by the Grantor or by any other person in connection with the Obligations or with any of the Loan Documents is not in all respects true and accurate, or if the Grantor or such other person omitted to state any material fact or any fact necessary to make such information not misleading.
- (h.) The filing of any petition for relief under the Bankruptcy Code or any similar Federal or State statute by or against the Grantor and, in the event of such a filing against the Grantor by a third party, the failure of the Grantor to have such petition dismissed within 60 days from the date of filing.
- (i.) An application for the appointment of a receiver for the Grantor filed by or against the Grantor and, in the event of such an application against the Grantor by a third party, the failure of the Grantor to have such application dismissed within 60 days from the date of filing.
- (j.) The making of a general assignment for the benefit of creditors by the Grantor or the insolvency of the Grantor.
- (k.) The death of the Grantor.
- (l.) The occurrence of a default (as described or defined therein) under any of the Loan Documents.
- (m.) The transfer or conveyance to any person of all or any part of the Property (or the title thereto or the Grantor's interest therein) without the prior written consent of the Bank.
- (n.) If the Grantor should become a "Disabled Person" as defined by the Estates and Trusts Article of the Annotated Code of Maryland.

Upon the occurrence of a default under this Deed of Trust, the entire unpaid balance of the Obligations shall become immediately due and payable at the option of the Bank and in such event the Grantor does hereby (a) authorize the Trustees to sell the Property or any part thereof and (b) declare its assent to the passage of a decree by the court of proper jurisdiction for the sale of the Property, subject to any lease of all or any part of the Property which the Trustees or Bank elect and so advertise in accordance with Section 7-105(f) of the Real Property Article of the Annotated Code of Maryland or any substitutions or replacements thereto. Any such sale pursuant to (a) or (b) above is to be made in accordance with the applicable provisions of the Real Property Article of the Annotated Code of Maryland and with the Maryland Rules of Procedure, and any amendments or supplements thereto. In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property or any part thereof may be sold upon such terms and conditions, in such parcels at such time and place and after such previous public advertisement as the Trustees shall deem advantageous and proper and as required by applicable laws and rules, without regard to any right of the Grantor or any other person to the marshalling of assets. In connection with any foreclosure, the Trustees may procure such title reports, surveys, tax histories, and appraisals as they deem necessary, and all costs and expenses incurred in connection therewith shall be paid on demand to the Trustees by the Grantor or from the proceeds of sale. Upon the terms of such sale being complied with, the Trustees shall convey the Property so sold to and at the cost of the purchaser or purchasers thereof. The proceeds of such sale or sales shall be held by the Trustees and applied as follows: First, to pay all Expense Payments (and accrued interest thereon) and all costs, charges, expenses and taxes attending the execution of this trust or any sale made as aforesaid (collectively, the "Liquidation Costs"), including a \$2,500.00 counsel fee to the attorneys representing the Bank and the Trustees for conducting the proceedings if uncontested, but if legal services be rendered to the Trustees and the Bank in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper, and a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; Second, to pay the unpaid balance of the obligations and all other indebtedness secured hereby and all interest then due and accrued thereon, which, unless not allowed by applicable law, shall include interest through the date of ratification of the auditor's account, in such order and manner as the Bank in its sole discretion may determine; and Lastly, to pay the surplus, if any, to the person entitled thereto, including, if such person is the Grantor, the Grantor, upon surrender and delivery of the Property, and less the costs, if any, of obtaining possession.

Immediately upon the filing of any foreclosure proceeding under this Deed of Trust, there shall be and become due and owing by the Grantor all expenses incident to any such foreclosure proceedings. Immediately upon the first insertion of any advertisement or notice of sale, there shall also be and become due and owing by the Grantor a commission on the total amount of the Obligations then due equal to one-half of the percentage allowed as commission to trustees making sales under orders or decrees of the equity court having jurisdiction. Neither the Trustees, the Bank nor any other person shall be required to accept a tender of the unpaid balance of the Obligations and any other indebtedness then secured hereby with interest thereon at a per annum rate of interest equal to the rate of interest charged on the principal of the Note, plus 1% per annum from the date due, paid or incurred to the date of payment.

As a matter of right and to the extent permitted by law, without notice to the Grantor, and without regard to the adequacy of the security, upon application to a court of competent jurisdiction the Bank shall be entitled to the immediate appointment of a receiver for all or any part of the Property, and of the rents, income, profits, issues and proceeds thereof and therefrom, whether such receivership be incidental to a proposed sale of the Property or otherwise, and the Grantor hereby consents to the appointment of such a receiver. The Grantor will pay to the Bank, upon demand, all expenses, including receiver's fees, attorney's fees and costs, advanced by the Bank and incurred pursuant to the provisions of this Deed of trust, and all such expenses shall be (a) a lien against the Property, (b) added to the indebtedness secured by this Deed of Trust, and (c) payable on demand with interest at a rate 1% per annum in excess of the interest rate provided in the Note from and including the date each such advance is made.

Each right, power and remedy of the Bank or the Trustees provided for in this Deed of Trust or in any of the other Loan Documents, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust, any of the other Loan Documents or at law or in equity. The exercise or beginning of the exercise by the Bank or the Trustees of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Bank or the Trustees of any or all such other rights, powers or remedies.

No failure or delay by the Bank or the Trustees to insist upon the strict performance of any term, condition, covenant or agreement of this Deed of Trust or of any of the other Loan Documents, or to exercise any right, power or remedy permitted hereunder or thereunder, shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the Bank or the Trustees from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Deed of Trust or under any of the other Loan Documents, the bank or the Trustees shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under this Deed of Trust or under any other Loan Documents, or to declare a default for failure to effect such prompt payment of any such other amount.

The Bank shall have the irrevocable power to remove or substitute trustees at any time and from time to time and the powers and duties of the Trustees may be executed by either of them with the same legal force and effect as though executed by both of them, including, without limitation, the right and power on the part of either Trustee to execute and deliver a full or partial release of this Deed of Trust or all or any part of the Property covered hereby.

The Trustees shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which the Trustees may do or refrain from doing in good faith, nor generally shall the Trustees have any accountability hereunder except for willful misconduct or gross negligence.

All notices, demands, requests, consents or approvals required under this Deed of Trust to be in writing, shall be deemed to have been properly given if and when mailed by first class certified mail, return receipt requested, postage prepaid, to the Bank at First Fidelity Bank, 5515 Security Lane, Rockville, Maryland 20852, Attention: Real Estate and Mortgage Department, and to the Grantor at 3410 Calvert Road, Stevensville, Maryland 21666, or at such other address as the Grantor or the bank shall have furnished to the other in writing, mailed as aforesaid.

This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

In fulfillment of any provisions hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained, other than the provisions requiring the Grantor to pay the Obligations, operates or would prospectively operate to invalidate this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Grantor to pay the Obligations or any other of the indebtedness secured by this Deed of Trust, then at the option of the Bank, the entire unpaid amount of the Obligations, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

This Deed of Trust shall be binding upon the Grantor and the Grantor's heirs, personal representatives, successors and assigns and shall inure to the benefit of the Bank, the Trustees and their respective successors and assigns. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term "person" shall include an individual, a corporation, an association, a partnership, a trust and an organization.

This Deed of Trust is intended as and given as collateral security for a loan made by First Fidelity Bank to Cusimeno Seafoods Company, Inc., it being the specific intention of the borrower and First Fidelity Bank, that, from time to time, said amount, terms and conditions may be amended by new notes made by the borrowers to First Fidelity in place of previous notes. It is the specific intention of the borrowers and First Fidelity Bank that this trust shall serve as additional

251 412

collateral not only for such old notes until they are paid, but also for such new or replacement notes as they are tendered. THIS LOAN IS TRANSACTED SOLELY FOR THE PURPOSE OF CARRYING ON OR ACQUIRING A BUSINESS OR COMMERCIAL INVESTMENT IN ACCORDANCE WITH THE ANNOTATED CODE OF MARYLAND.

This Deed of Trust is being executed and delivered in the State of Maryland and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of Maryland.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed under seal as of the day and year first written above.

P. Marshall Fry Jr.
Witness

~~Anthony H. Custiano~~
Anthony H. Custiano
ANTHONY H. CUSTIANO

Anthony H. Custiano

LOBY 251 413

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

THIS IS TO CERTIFY that on this 9th day of May, 1986, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared ANTHONY H. CUSIMANO personally known to me as the persons whose names are subscribed to the within instrument and who acknowledged same to be their act and deed.

In witness whereof, I have hereunto set my hand and notarial seal.

My Commission expires: 7/1/86

R. Marshall
Notary Public

HTG BT	00
RECD FEE	40.00
POSTAGE	.50
RECD TAX	550.00
SUBTOTAL	590.50

Deed of Trust - Dean
Title 6/ga

19 246

103 251 414

Exhibit A

PROPERTY DESCRIPTION

All that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Bay City, Plat 4, Section 2", by Purdum and Jenchke, engineers and land surveyors, dated April 7, 1959, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 47, folio 420, said lot being known and designated thereon as Lot No. 10, Block 34, Section Two of Bay City.

Being the same land granted and conveyed unto the Grantor herein by deed dated February 26, 1985 W. E. Clevenger, and recorded among the Land Records of Queen Anne's County in Liber 227 at folio 508.

RECEIVED
CLERK DIRECTOR
1506 MAY 15 AM 11:42
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM 251 folio 406, a Land Record Book for Queen Anne's County.

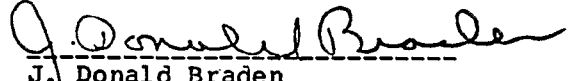
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 22nd day of April 1987.

Marguerite W. Franklin
Marguerite W. Franklin, Clerk of
Circuit Court for Queen Anne's County

Debt are true and correct to the best of my knowledge,
information and belief.



Michael R. Foster
Successor Trustee



J. Donald Braden
Successor Trustee

Foster and Braden
Shopping Center Road
Morgan Building
Stevensville, Maryland 21666
(301) 643-2141

MICHAEL R. FOSTER
J. DONALD BRADEN
SUCCESSOR TRUSTEES
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Plaintiffs

vs.

ANTHONY H. CUSIMANO
3410 Calvert Road
Stevensville, MD 21666

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 12-00280
*
*
*

* * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Foster and J. Donald Braden, Successor Trustees, and made oath in due form of law that they know of the Defendant herein, and that to the best of their information, knowledge and belief

(1) said Defendant is not in the military service of the United States,

(2) said Defendant is not in the military service of any nation allied with the United States,

(3) said Defendant has not been ordered to report for induction under the Selective Training and Service Act of

RECEIVED
1957 APR 30 PM 3:57
QUEEN ANNE'S COUNTY

1940, as amended,

(4) said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me this 29th day of April, 1987.

[Handwritten signature of Michael R. Foster]

Michael R. Foster
Successor Trustee

[Handwritten signature of Notary Public]

Notary Public
My commission expires:



[Handwritten signature of J. Donald Braden]

J. Donald Braden
Successor Trustee

B89697

MICHAEL R. FOSTER
J. DONALD BRADEN
SUCCESSOR TRUSTEES
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Plaintiffs

vs.

ANTHONY H. CUSIMANO
3410 Calvert Road
Stevensville, MD 21666

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

* * * * *

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Michael R. Foster and J. Donald Braden, Successor Trustees, and the Selective Risks Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of April, 1987.

WHEREAS, the above bounded principals, by virtue of the power contained in the Deed of Trust from Anthony H. Cusimano, dated May 9, 1986, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 251, folio 406, by which the undersigned principals, being Successor Trustees of the foregoing Deed of Trust, are authorized to exercise the power of the sale, and

-1-

1987 APR 30 PM 3:58
QUEEN ANNE'S COUNTY

Justly Approved

117.70

they are about to sell the land and premises in said Deed of Trust, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Michael R. Foster and J. Donald Braden, Successor Trustees, do and shall well, truly and faithfully perform the trusts reposed in them under the Deed of Trust aforesaid, and shall abide by and fulfill any order of decree which shall be made by any court in relation to the sale of said subject property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principals have hereunto set their hands and seals and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALD AND DELIVERED IN THE PRESENCE OF

[Signature]

[Signature]

Michael R. Foster
Successor Trustee

[Signature]

[Signature]
J. Donald Braden
Successor Trustee

ATTEST:

[Signature]
Marie Lencluttig

SELECTIVE RISKS INSURANCE COMPANY OF AMERICA

By: [Signature] (SEAL)
Attorney-in-Fact



-2-

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY THAT the foregoing was truly taken and copied from Liber MWM No. 4, folio 155, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of May, 1987.

[Signature]
Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's County

MICHAEL R. FOSTER
J. DONALD BRADEN
SUCCESSOR TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

* * * * *

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of

May, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Donald Braden, Substitute Trustee in the above-entitled case who by virtue of the Deed of Trust filed in these proceedings was empowered to sell the Deed of Trust property in the proceedings in such case, and made oath in due form of law that on the 5th day of May, 1987, as indicated on the copies of the letters attached hereto, he caused to be mailed, by certified and regular mail to the mortgagor at the mortgagor's last known address as well as to the present record holders of the property as well as to the holder of recorded subordinate security interests who have filed a request for notification a notice of the time, place and terms

RECEIVED
CLERK OF COURT
1987 MAY 19 PM 12:22
QUEEN ANNE'S COUNTY

19 255

of sale of the Deed of Trust property a copy of which letter
is attached hereto.

[Signature]
Notary Public
My commission expires: 7/1/80



19 256

LAW OFFICES
FOSTER & BRADEN
MORGAN BUILDING
SHOPPING CENTER ROAD
P. O. BOX 367
STEVENSVILLE, MARYLAND 21666

MICHAEL R. FOSTER
J. DONALD BRADEN

TELEPHONES
(301) 643-4000
(301) 758-2828

May 5, 1987

CERTIFIED AND REGULAR MAIL
RETURN RECEIPT REQUESTED

Mr. Anthony H. Cusimano
3410 Calvert Road
Stevensville, Maryland 21666

Re: Foreclosure Sale

Dear Mr. Cusimano:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at your residence, Stevensville, Maryland, on May 22, 1987, at 11:00 a.m., and will be sold then and there to the highest bidder(s). A deposit of \$10,000.00, payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a xeroxed copy of an advertisement appearing in the Record-Observer, a newspaper published in and for Queen Anne's County, setting forth in particulars.

A xeroxed copy of this letter is being sent to you by regular mail.

Very truly yours,

J. Donald Braden

JDB/bg
enc.

cc: Circuit Court for Queen Anne's County
First Fidelity Bank

Substituted Trustees' Sale

OF HIGHLY ATTRACTIVE AND VALUABLE
FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Deed of Trust dated May 9, 1986, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 251, folio 408, from Anthony H. Cusimeno to F. EsRoy Houck, Jr. and Jay Fitzgerald, default having occurred under the terms thereof, the holder of the indebtedness secured by the Deed of Trust having appointed Michael R. Foster and J. Donald Braden, Substituted Trustees, by instrument duly executed, acknowledged and recorded among the Land Records of Queen Anne's County, the undersigned, substituted trustees, will sell at public auction, at the premises 34-10 Calvert Road, Bay City, Stevensville, Maryland, on

May 22, 1987

at 11:00 a.m.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON, Situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Bay City, Plat 4, Section 2", by Perdue and Jeschke, engineers and land surveyors, dated April 7, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 420, said lot being known and designated thereon as Lot No. 10, Block 34, Section Two of Bay City.

Being the same land granted and conveyed unto the Grantor herein by deed dated February 28, 1985, and recorded among the Land Records of Queen Anne's County in Liber 227 at folio 688.

This property is improved by a three (3) bedroom, split foyer residence, with attached deck.

TERMS OF SALE: A cash deposit or certified check of \$10,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty days (20) after final ratification of sale by the Circuit Court of Queen Anne's County unless said period is extended by the substituted trustee, his successors or assigns for good cause shown, time being of the essence, interest at the rate of 13.5% per annum shall be paid on unpaid purchase money from date of sale to date of settlement. The property will be sold subject to all restrictions, liens, covenants and encumbrances of record, including a prior mortgage the balance of which will be announced at time of sale. In the event that the purchaser fails to go to settlement as required, the property shall be re-sold at purchaser's risk and expense. Taxes, water rent, and all other municipal charges and assessments payable on an annual basis shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser. The improvements are being sold in "as is" condition with purchaser responsible for any and all housing or zoning code violations.

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR 6 b 3 of the Maryland rules of Procedure.

Michael R. Foster
Substituted Trustee
J. Donald Braden
Substituted Trustee

Joseph A. Jackson, Jr.
Auctioneer

RB-6-6-31-020

MICHAEL R. FOSTER
J. DONALD BRADEN
SUCCESSOR TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

* * * * *

REPORT OF SALE

Michael R. Foster and J. Donald Braden, Successor Trustees, respectfully reports unto your Honor as follows:

That after default had occurred under the terms of the subject Deed of Trust and at the request of the party secured thereby, and said party appointed Michael R. Foster and J. Donald Braden, to sell the subject property, and after having given bond with security for the faithful performance of their trust as required by law, and after having given due notice of the time, place, manner and terms of sale by advertisement inserted in the Record-Observer, a newspaper published in Queen Anne's County, Maryland, once a week for at least three successive weeks before the date of sale, as will more fully appear by the printer's certificate to be filed herein, the said Trustees did attend the sale at the premises at Stevensville, Maryland, on May 22, 1987, at the hour of 11:00 a.m., and then and there did proceed to offer for sale the property covered by the Deed of Trust.

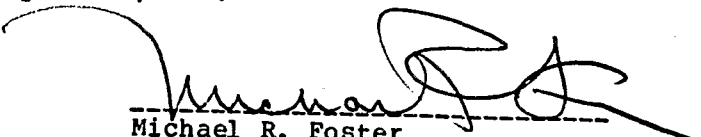
And your Trustees sold said property unto

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CLERK, CIRCUIT COURT
1987 MAY 26 AM 10:18
QUEEN ANNE'S COUNTY

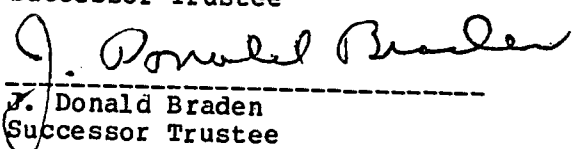
10 .259

First Fidelity Bank , Purchaser, at and for the sum of
Seventy-Five Thousand Dollars (\$ 75,000.00), the
said Purchaser being, at that price, the highest bidder
therefor.

AND, as in duty bound, etc.



Michael R. Foster
Successor Trustee



J. Donald Braden
Successor Trustee

Foster and Braden
Shopping Center Road
Morgan Building
Stevensville, Maryland 21666
(301) 643-2141

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22ND day of
May, 1987, before me, the subscriber, a Notary Public
of the State of Maryland, personally appeared Michael R.
Foster and J. Donald Braden, Successor Trustees, and made oath
in due form of law that the facts stated in the foregoing
Report of Sale are true, as therein set forth, and that the
sale tereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.



Notary Public
My commission expires: 7/1/90



JUNE 19 1987

MICHAEL R. FOSTER
J. DONALD BRADEN
SUCCESSOR TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

* IN THE
* CIRCUIT COURT
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980
*

* * * * *

AFFIDAVIT BY PURCHASER(S)

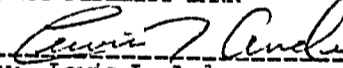
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared and made oath in due form of law that they attended the public sale held herein of the property located in Stevensville, Maryland, which was held on May 22, 1987. Pursuant to the terms of the sale, and that to the best of their information, knowledge and belief

- (1) by bid made by them the property was bought by them as principals,
- (2) that no others were interested in said sale as principals,
- (3) that they did not directly or indirectly discourage anyone from bidding on said property.

I do hereby solemnly declare and affirm, under the penalties of perjury, that the contents of the foregoing Affidavit by Purchaser(s) are true and correct to the best of my knowledge, information and belief.

FIRST FIDELITY BANK


By: Lewis L. Anderson
Senior Vice President

RECEIVED
CLERK, CIRCUIT COURT
1987 MAY 26 AM 10:18
QUEEN ANNE'S COUNTY



commission expires: 7/1/90

MICHAEL R. FOSTER
J. DONALD BRADEN
SUCCESSOR TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

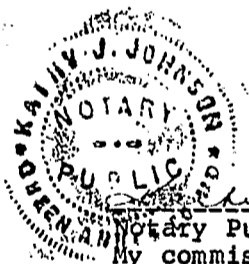
* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

* * * * *

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Successor Trustees appointed in the captioned proceedings that I offered the property described in the annexed advertisement sale at public auction on the premises at Stevensville, Maryland, on May 22, 1987, at 11:00 a.m. and sold the property to *First Fidelity Bank, Rockville, MD.* at and for the sum of *Seventy Five Thousand* Dollars (\$75,000 ~~000~~) said buyers being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO



W. J. Johnson
Notary Public
My commission expires 7/1/90

BY: *Joseph Jackson*
Auctioneer

CLERK. COURT
1987 MAY 26 AM 10:18
QUEEN ANNE'S COUNTY

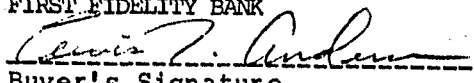
CLERK.
1987 MAY
QUEEN ANNE'S COUNTY

19 May 202

TO BE READ AT TIME OF SALE BY AUCTIONEER

This Property is being sold subject to a First Mortgage with Queenstown Bank of Maryland. We have been advised by the First Mortgagee that the balance of this mortgage is \$11,030.82 as of the 22nd day of May 1987, with a per diem interest thereafter of \$3.36. Therefore, when you bid at this foreclosure sale, you are buying subject to this mortgage and in addition to your bid today, you will have to pay off this mortgage in order to get clear title to the Property. So if you bid \$1,000.00 your actual cost would be the \$1,000.00 plus the \$11,030.82, plus the per diem interest necessary to pay off the First Mortgage up to the date of settlement, as well as the costs listed in the advertisement of sale.

FIRST FIDELITY BANK



Buyer's Signature

By: Lewis L. Anderson
Senior Vice President

Name of First Mortgagee - Queenstown Bank of Maryland

Address - Queenstown, Maryland

Telephone - 827-8881

Mortgagor - Anthony H. Cusimano

Sale Price - \$75,000.00

Property - Lot 10, Block 34, Bay City, Stevensville, Maryland

Date of Sale - May 22, 1987

cc: Queenstown Bank of Maryland
Circuit Court for Queen Anne's County, Maryland

19 263

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER

J. DONALD BRADEN, Successor Trustees

vs.

ANTHONY H. CUSIMANO

Defendant

Civil No. 87-00980

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 26th day of
May, 1987 that the sale of the real
property made and reported in this action will be
ratified after the expiration of one month from the
date hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be published
in a newspaper published in Queen Anne's County at least
once a week in each of three successive weeks before the
expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: May 26, 1987

980

Centreville, Md. 5/20 19 87

We Hereby Certify

That the annexed advertisement of
Substituted Trustees' Sale

was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 22nd day of May 19 87.

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
6th day of May
19 87, and the last insertion on the

20th day of MAY
19 87

1987 JUN -5 PM 1:11

Publishers, Record Observer COUNTY

Per

Michael R. Foster

**Substituted
Trustees' Sale**

OF HIGHLY ATTRACTIVE AND VALUABLE
FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Deed of Trust dated May 9, 1986, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 251, folio 406, from Anthony H. Cusimano to F. LeRoy Houck, Jr. and Jay Fitzgerald, default having occurred under the terms thereof, the holder of the indebtedness secured by the Deed of Trust having appointed Michael R. Foster and J. Donald Braden, Substitute Trustees, by instrument duly executed, acknowledged and recorded among the Land Records of Queen Anne's County, the undersigned, substituted trustees, will sell at public auction, at the premises 34-10 Calvert Road, Bay City, Stevensville, Maryland, on

May 22, 1987

at 11:00 a.m.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON, Situate, lying and being on Kent Island; in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Bay City, Plat 4, Section 2", by Perdum and Jeschke, engineers and land surveyors, dated April 7, 1959, and recorded among the Land Records of Queen Anne's County. In Liber T.S.P. No. 47, folio 420, said lot being known and designated thereon as Lot No. 10, Block 34, Section Two of Bay City.

Being the same land granted and conveyed unto the Grantor herein by deed dated February 26, 1985, and recorded among the Land Records of Queen Anne's County in Liber 227 at folio 588.

This property is improved by a three (3) bedroom, split foyer residence, with attached deck.

TERMS OF SALE: A cash deposit or certified check of \$10,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty days (20) after final ratification of sale by the Circuit Court of Queen Anne's County unless said period is extended by the substituted trustee, his successors or assigns for good cause shown, time being of the essence, interest at the rate of 13.5% per annum shall be paid on unpaid purchase money from date of sale to date of settlement. The property will be sold subject to all restrictions, liens, covenants and encumbrances of record, including a prior mortgage the balance of which will be announced at time of sale. In the event that the purchaser fails to go to settlement as required, the property shall be re-sold at purchaser's risk and expense. Taxes, water rent, and all other municipal charges and assessments payable on an annual basis shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser. The improvements are being sold in "as is" condition with purchaser responsible for any and all housing or zoning code violations.

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR 6 b 3 of the Maryland rules of Procedure.

Michael R. Foster
Substituted Trustee
J. Donald Braden
Substituted Trustee

Joseph A. Jackson, Jr.
Auctioneer

RB-6-31-020

Centreville, Md. 6/17 19 87

We Hereby Certify

That the annexed advertisement of

Ratification - Cusimano

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 24th day of June 1987.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 3rd day of June 1987, and the last insertion on the 17th day of June 1987.

Publishers, Record Observer

Per Anthony R. Monroe

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY, MARYLAND
 MICHAEL R. FOSTER
 J. DONALD BRADEN
 Successor Trustees
 vs.
 ANTHONY H. CUSIMANO
 Defendant

NOTICE REGARDING RATIFICATION OF SALE
 NOTICE IS HEREBY GIVEN THIS 26th day of May, 1987, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin, Clerk
 True Copy, Test:
 Marguerite W. Mankin, Clerk
 By: Betty M. Comegys, Deputy Clerk
 Filed: May 26, 1987
 RB-6-3-31-09

RECEIVED
 CLERK, CIRCUIT COURT
 1987 JUN 26 PM 4: 16
 QUEEN ANNE'S COUNTY

LIB: 277 433

DOCUMENT NO.

137-426

1987 APR 3

PM 3:50

MISC OH
RECD FEE 13.00

QUEEN ANNE'S COUNTY

THIS DEED OF REMOVAL AND APPOINTMENT OF SUCCESSOR TRUSTEES, made this 27th day of April, 1987, by FIRST FIDELITY BANK ("Lender").

WHEREAS, Anthony H. Cusimano heretofore executed and delivered a Deed of Trust to F. Leroy Houck and Jay FitzGerald, as Trustees, dated the 9th day of May, 1986, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 251, folio 406, to secure payment of a debt, in the original principal sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to First Fidelity Bank, a Maryland Corporation (hereinafter "Bank").

WHEREAS, the Deed of Trust provides that the Trustees may be substituted at any time by the Bank.

NOW, THEREFORE, pursuant to the authority contained in the Deed of Trust the Bank hereby removes F. Leroy Houck and Jay FitzGerald, as Trustees under the Deed of Trust, and substitutes Michael R. Foster and J. Donald Braden, as Successor Trustees, with all the estates, property, rights, powers, privileges, discretions, trusts, duties and obligations to act as Trustees in any manner provided and permitted by the Deed of Trust.

WITNESS the following hands and seals.

WITNESS:

Lewis L. Anderson

Lewis L. Anderson

FIRST FIDELITY BANK

BY:

John E. Donahue

John E. Donahue
President

STATE OF MARYLAND,

COUNTY, TO WIT:

I HEREBY CERTIFY, on this 27th day of April, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John E. Donahue, who acknowledged himself to be President of First Fidelity Bank, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

William O. ...

Notary Public

My commission expires: July 1, 1990

JOINDER

The undersigned join herein for the sole purposes of acknowledging their appointment as successor trustees pursuant to the aforesaid Deed of Removal and Appointment.

Michael R. Foster
Successor Trustee

J. Donald Braden
Successor Trustee

LAW OFFICES FOSTER & BRADEN

RECEIVED
CLERK, CIRCUIT COURT

1987 JUN 29 PM 4:07

QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER and	:	IN THE CIRCUIT COURT
J. DONALD BRADEN,	:	
Successor Trustees	:	FOR QUEEN ANNE'S COUNTY
Plaintiffs	:	
vs.	:	CIVIL NO. <u>87-00980</u>
ANTHONY H. CUSIMANO	:	
Defendant	:	

FINAL RATIFICATION OF SALE AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 30th day of June, 1987, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

RECEIVED
 CLERK, CIRCUIT COURT
 1987 JUN 30 PM 2:01
 QUEEN ANNE'S COUNTY

Clayton O. Carter

 Judge

Distribution:
 File
 Fiduciary(s)
 Court Auditor

MICHAEL R. FOSTER
J. DONALD BRADEN
SUBSTITUTE TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

* * * * *

MOTION FOR JUDGMENT
AWARDING POSSESSION OF PROPERTY

Michael R. Foster and J. Donald Braden, Substitute Trustees, represent that:

1. Pursuant to the terms of the Deed of Trust filed herein, the Plaintiffs were appointed Substitute Trustees, to sell the property known as Lot 10, Block 34, Section Two, Bay City, Stevensville, Maryland. On May 22, 1987, at 11:00 a.m. at foreclosure auction the property was sold to First Fidelity Bank.
2. The report of the Trustees regarding this foreclosure sale was ratified and confirmed by this Court on June 29, 1987.
3. First Fidelity Bank has complied with the terms of the sale. However, the borrower, Anthony H. Cusimano, has continued in possession of the property and has failed to deliver possession to the purchaser after a demand that he vacate the property.

RECEIVED
CLERK, CIRCUIT COURT
1987 JUN 29 PM 4: 04
QUEEN ANNE'S COUNTY

Michael R. Foster and J. Donald Braden, Substitute Trustees, request that Judgment Awarding Possession of the Property to First Fidelity Bank be granted.

I do hereby solemnly declare and affirm, under the penalties of perjury, that the contents of the foregoing Motion for Judgment Awarding Possession of Property are true and correct to the best of my knowledge, information and belief.

Michael R. Foster
Michael R. Foster

J. Donald Braden
J. Donald Braden
Substitute Trustees

STATEMENT OF POINTS AND AUTHORITIES

Maryland Real Property Code Section 7-105

Maryland Rules W74g and BR6

Fisher v. Federal Nat'l. Mortgage Ass'n.,
360 F. Supp. 207 (D. Md. 1973)

Nutwell v. Nutwell, 47 Md. 35 (1877)

Billingsley v. Lawson, 43 Md. App. 713 (1979)

Michael R. Foster
Michael R. Foster

J. Donald Braden
J. Donald Braden
Substitute Trustees

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 29th day of June, 1987, a copy of this motion and proposed order was mailed by first class mail, postage prepaid, to Anthony H. Cusimano, 3410 Calvert Road, Stevensville, Maryland 21666.

Michael R. Foster
Michael R. Foster

J. Donald Braden
Donald Braden
Substitute Trustees

SHOW CAUSE ORDER

The Motion for Judgment Awarding Possession of Property having been read and considered, it is this 30th day of June, 1987, ORDERED, that Anthony H. Cusimano, show cause, on or before the 30 day of July, 1987, why the relief prayed should not be granted, provided a copy of the motion and of this order be served upon him on or before the 20th day of July, 1987, pursuant to Rule

2-121. RECEIVED
CLERK, CIRCUIT COURT

1987 JUN 30 PM 2:00
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

MICHAEL R. FOSTER
J. DONALD BRADEN
SUBSTITUTE TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

* * * * *

MOTION FOR REDUCTION OF BOND

Michael R. Foster and J. Donald Braden, Substitute Trustees, Plaintiffs in these proceedings, move that the bond presently in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000.00), filed by them herein, be reduced from said amount to some lower amount, and for cause respectfully represents to this Honorable Court:

1. That on April 30, 1987, the Substitute Trustees filed in these proceedings a bond in the aforesaid amount for the purpose of complying with Subtitle W of the Maryland Rules of Procedure which relate to foreclosure proceedings.

2. That, the sale of the property which is the subject matter of these proceedings was held on May 22, 1987 and was duly reported under oath to this Honorable Court by the Substitute Trustees in their Report of Sale; that the holder of the indebtedness secured by the Deed of Trust or

RECEIVED
CLERK, CIRCUIT COURT

1987 JUL -9 AM 8:36

QUEEN ANNE'S COUNTY

Mortgage filed herein was the foreclosure sale purchaser, having made the highest bid of Seventy-five Thousand Dollars (\$75,000.00), which was the purchase price.

3. That the premiums for the Substitute Trustee's bond equalled Five Hundred Dollars (\$500.00).

4. That, it appears to be equitable and in the best interest of all concerned to reduce the bond amount and the expense to the foreclosure estate. The Substitute Trustees respectfully suggest that a bond in the amount of Seventy-five Thousand Dollars (\$75,000.00) would be appropriate in these proceedings.

WHEREFORE, the Substitute Trustees pray this Honorable Court to pass an Order providing for the filing of a trustee's bond in the amount of Seventy-five Thousand Dollars (\$75,000.00).

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden
Substitute Trustees

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 10th day of

July, 1987, a copy of this Motion and proposed Order

was mailed by first class mail, postage prepaid, to Anthony H. Cusimano, 3410 Calvert Road, Stevensville, Maryland 21666.

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden
Substitute Trustees

ORDER

ORDERED, this 29th day of July, 1987,
that the bond required to be filed herein shall be reduced to
the amount of Seventy-five Thousand (\$75,000.00).

Wayne C. Carter

JUDGE

RECEIVED
1987 JUL 29 AM 9:18
QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER
J. DONALD BRADEN
SUBSTITUTE TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-00980

* * * * *

MOTION FOR JUDGMENT
AWARDING POSSESSION OF PROPERTY

Michael R. Foster and J. Donald Braden, Substitute Trustees, represent that:

1. Pursuant to the terms of the Deed of Trust filed herein, the Plaintiffs were appointed Substitute Trustees, to sell the property known as Lot 10, Block 34, Section Two, Bay City, Stevensville, Maryland. On May 22, 1987, at 11:00 a.m. at foreclosure auction the property was sold to First Fidelity Bank.

2. The report of the Trustees regarding this foreclosure sale was ratified and confirmed by this Court on June 29, 1987.

3. First Fidelity Bank has complied with the terms of the sale. However, the borrower, Anthony H. Cusimano, has continued in possession of the property and has failed to deliver possession to the purchaser after a demand that he vacate the property.

QUEEN ANNE CO.
SHERIFF'S DEPT.

JUL 1 7:39
RECEIVED

RECEIVED
CLERK, CIRCUIT COURT
1987 JUN 29 PM 4:04
QUEEN ANNE'S COUNTY

Michael R. Foster and J. Donald Braden, Substitute Trustees, request that Judgment Awarding Possession of the Property to First Fidelity Bank be granted.

I do hereby solemnly declare and affirm, under the penalties of perjury, that the contents of the foregoing Motion for Judgment Awarding Possession of Property are true and correct to the best of my knowledge, information and belief.

Michael R. Foster
 Michael R. Foster

J. Donald Braden
 J. Donald Braden
 Substitute Trustees

STATEMENT OF POINTS AND AUTHORITIES

Maryland Real Property Code Section 7-105

Maryland Rules W74g and BR6

Fisher v. Federal Nat'l. Mortgage Ass'n.
 360 F. Supp. 207 (D. Md. 1973)

Nutwell v. Nutwell, 47 Md. 35 (1877)

Billingsley v. Lawson, 43 Md. App. 713 (1979)

Michael R. Foster
 Michael R. Foster

J. Donald Braden
 J. Donald Braden
 Substitute Trustees

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 29th day of June, 1987, a copy of this motion and proposed order was mailed by first class mail, postage prepaid, to Anthony H. Cusimano, 3410 Calvert Road, Stevensville, Maryland 21666.

Michael R. Foster
Michael R. Foster

J. Donald Braden
Donald Braden
Substitute Trustees

SHOW CAUSE ORDER

The Motion for Judgment Awarding Possession of Property having been read and considered, it is this 30th day of June, 1987, ORDERED, that Anthony H. Cusimano, show cause, on or before the 30 day of July, 1987, why the relief prayed should not be granted, provided a copy of the motion and of this order be served upon him on or before the 30th day of July, 1987, pursuant to Rule

2-121. RECEIVED
CLERK, CIRCUIT COURT
1987 JUN 30 PM 2:00
QUEEN ANNE'S COUNTY

Clayton D. Carter
JUDGE

TRUE COPY, TEST:
MARGUERITE W. HANLEY, CLERK
BY: Lilly M. Conway
CLERK

Sheriff's Return

I HEREBY CERTIFY that on the 16 day of JULY 1987 I served the within PAPERS * SEE BELOW on the Defendent therein named, and all other supporting papers left with ANTHONY H. CUSIMANO

DFC William E. Dineen
DEPUTY Sheriff

CLERK'S OFFICE
1987 JUL 17 AM 10:28
QUEEN ANNE'S COUNTY

- * 1. MOTION FOR JUDGEMENT AWARDDING POSSESSION OF PROPERTY
- 2. STATEMENT OF POINTS AND AUTHORITIES
- 3. CERTIFICATE OF SERVICE
- 4. SHOW CAUSE ORDER

MICHAEL R. FOSTER
J. DONALD BRADEN
SUBSTITUTE TRUSTEES

Plaintiffs

vs.

ANTHONY H. CUSIMANO

Defendant

*
*
*
*
*
*
*

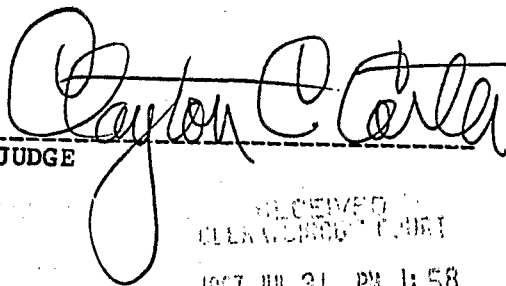
IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
MARYLAND
CIVIL ACTION NO. 87-00980

* * * * *

JUDGMENT AWARDING POSSESSION OF PROPERTY

Upon consideration of the motion by Michael R. Foster and J. Donald Braden, Substitute Trustees, and no reason having been given by Defendant that would be a legal basis to deny possession to the purchaser, it is this 31st day of July, 1987, by the Circuit Court for Queen Anne's County,

ORDERED that a judgment for possession of the property known as Lot 10, Block 34, Section Two, Bay City, Stevensville, Maryland, (and more fully described in the Deed of Trust that is the subject of these proceedings) is granted to First Fidelity Bank.


JUDGE

RECEIVED
CLERK OF CIRCUIT COURT
1987 JUL 31 PM 1:58
QUEEN ANNE'S COUNTY

19 279

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER et al.	:	
	:	
v.	:	Civil #87-00980
	:	
ANTHONY H. CUSIMANO	:	
	:	
	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 75,000.00	
Interest on \$ 65,000.00 @ 13.5%			
from 05/22/87 to 07/08/87			
as charged at settlement		<u>1,153.92</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 76,153.92
COMMISSIONS, to Fiduciaries		\$ 3,900.00-	
EXPENSES OF SALE			
Court costs	\$ 271.50-		
Advertising			
Notices of sale	250.74-		
Report of sale	83.58-		
Bond premium	300.00-		
Auctioneer's fee	187.50-		
Certified mail	<u>1.67-</u>	1,094.99-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 65.00-		
Postage & copies	<u>1.94-</u>	<u>66.94-</u>	<u>5,061.93-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 71,091.99

RECEIVED
 CLERK, CIRCUIT COURT
 14 JAN 09 1988
 QUEEN ANNE'S COUNTY

RECEIVED
 CLERK, CIRCUIT COURT
 1987 DEC 14 AM 9:16
 QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER DEED OF TRUST (Note A)	
Per Statement of Debt (Note B)	
Principal (Note 2029)	\$ 35,000.00-
Interest to 04/30/87	3,563.56-
Principal (Notes 2030/31)	90,000.00-
Interest to 04/30/87	7,570.40-
Interest on Note 2029 (variable)	
05/01 - 05/05/87 @ 7.75%	52.25-
05/06 - 05/19/87 @ 8.00%	149.66-
05/20 - 07/21/87 @ 8.25%	689.22-
Interest on Notes 2030/31 (12.5%)	
04/30/87 to 07/21/87	<u>2,527.24-</u>
	\$ 139,552.33-
AVAILABLE FOR DISTRIBUTION, as above	<u>71,091.99</u>
DEFICIT	\$ 68,460.34-

Note A No election was made to treat the purchaser, which was also the noteholder, in accordance with Weismiller v. Bush, 56 Md.App. 593.

Note B The Suggested Account clarifies the interest portion of the amount due at settlement, some of which appears in the Statement of Debt to be principal.

NOTICE

The attached Account was filed on December 14, 1987. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciaries in Civil Action #87-00980. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on December 14, 1987:

Michael R. Foster, Esquire
J. Donald Braden, Esquire
Post Office Box 367
Stevensville, Maryland 21666

Anthony H. Cusimano
3410 Calvert Road
Stevensville, Maryland 21666



John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER et al.	:	
	:	
v.	:	Civil #87-00980
ANTHONY H. CUSIMANO	:	
	:	
	:	
	:	

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 30th day of December, 1987,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clayton Barber

JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1987 DEC 20 AM 10:01
QUEEN ANNE'S COUNTY

10-283

JEFFREY E. THOMPSON
Assignee
118 North Commerce Street
Centreville, Maryland 21617

v.

ALBERT TANO
and
EDVIGE S. TANO
P. O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

* IN THE CIRCUIT COURT
*
* FOR
* QUEEN ANNE'S COUNTY, MARYLAND
*
* CIVIL ACTION NO. 86-00650

* * * * *

ORDER TO DOCKET SUIT

CIVIL 8600650#
CIV FEES 70.00
SUBTOTAL 82.00
CHECK/MO 82.00
#141420 0001 R01 T:4:12

MADAM CLERK:

You will please docket suit as per the above titling for
foreclosure of the following Mortgages from ALBERT TANO and
EDVIGE S. TANO to THE CENTREVILLE NATIONAL BANK OF MARYLAND:

- (1) dated February 9, 1978, and recorded among the
land records of Queen Anne's County, Maryland in
Liber C.W.C. No. 131, folio 314, and
- (2) dated October 4, 1985, and recorded among the
land records of Queen Anne's County, Maryland in
Liber M.W.M. No. 239, folio 589, said Mortgages
having been assigned to JEFFREY E. THOMPSON by Assignments
dated May 14, 1986, and recorded among the land records of
Queen Anne's County in Liber M.W.M. No. 251, folio 324, and
Liber M.W.M. No. 251, folio 323, respectively; default having
occurred in the terms thereof by reason of the nonpayment when
due of the principal and interest of the notes secured by said
Mortgages, and you will file in said suit certified copies of
said Mortgages and Assignments as well as the accompanying
military affidavit and Statement of Indebtedness.

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
788-0877

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY 15 PM 3:24
QUEEN ANNE'S COUNTY

Jeffrey E. Thompson
Jeffrey E. Thompson
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877
Assignee

DOCUMENT NO. 92035

This Mortgage, made this 9th day of February, 1978, by and between

ALBERT TANO and EDVIGE S. TANO, his wife, hereinafter called "Mortgagors"; and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee";

WHEREAS, the Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), bearing even date herewith and payable at the banking house of said body corporate in Stevensville, Queen Anne's County, Maryland, with interest thereon from the date hereof at the rate of nine and one-half percentum per annum (9-1/2%) and the aforesaid principal indebtedness and the interest to accrue thereon shall be due and payable in 240 equal, consecutive, monthly installments of \$419.46 each, including interest, shall commence on the 9th day of March, 1978, and shall be due on the 9th day of each and every month thereafter until said indebtedness is fully paid and satisfied. Said Mortgagors shall have the right at any time without premium or penalty to prepay all or any part of the aforesaid principal indebtedness; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment. Notwithstanding the aforesaid monthly payments, the entire principal balance and unpaid accrued interest shall mature at the expiration of three (3) months from the date of the execution of this mortgage and note, or at any time thereafter upon the demand of the Mortgagee.

WHEREAS, it was a condition precedent to the making of the aforesaid loan of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Albert Tano and Edvige S. Tano, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, near Love Point, being known and designated as Lot Nos. 6, 7 and 8, Block 13, of the lands of, or formerly of, the Love Point Land and Improvement Company of Caroline County, Inc., all as more particularly set forth and shown on a plat of said lands by B. Frank Wagamon, engineer, recorded May 10, 1910, among the Land Records of Queen Anne's County in Liber S.S. No. 7 folios 590 and 591.

BEING the same lands granted and conveyed unto said Mortgagors by deed dated the 6th day of June, 1966, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 22 folio 180.

SUBJECT, nevertheless, to the restrictive covenants and conditions contained in a deed from The Love Point Land and Improvement Company of Caroline County, Inc., unto Bessie G. Downs, dated the 9th day of October 1911, and recorded among the Land Records aforesaid in Liber S.S. No. 10 folio 444.

TOGETHER with all right, title, interest and estate of Albert Tano and Edvige S. Tano, his wife, in and to the beds of Second Street, Delaware Avenue and Love Point Avenue adjacent to said lands.

Should the title or equity of redemption in the mortgage property be acquired in whole or in part by voluntary or involuntary deed, grant or assignment by any person (s), firm or corporation or should the Mortgagors be declared insolvent or bankrupt, then this mortgage shall be in default, and the balance of the mortgage debt then due or to become due shall, at the election of the Mortgagee, be immediately due and payable unless such deed, grant or assignment shall first be consented to in writing by the Mortgagee. The Mortgagors shall not, without the prior written consent of the Mortgagee, further encumber this property by a mortgage or deed of trust.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other state, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments, or assessments, heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, and policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee at its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title of the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars (\$250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

FEB 10-78 * 21099 ****169 50
FEB 10-78 A E21099 ****149 50
FEB 10-78 A E21098 ****21 00

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors, shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors.

WITNESS:

Thurman Jefferson
Thurman Jefferson

Albert Tano (SEAL)
ALBERT TANO

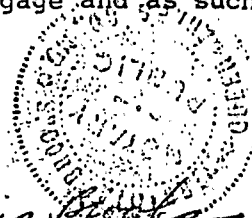
Edvige S. Tano (SEAL)
EDVIGE S. TANO

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

to wit:

I HEREBY CERTIFY, that on this 9th day of February 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert Tano and Edvige S. Tano, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Thurman Jefferson, Branch Manager, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the final and complete execution of this mortgage and he further made oath that he is the Agent of the party secured by the foregoing Mortgage and as such is duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.



Virginia Brooks
NOTARY PUBLIC

RECEIVED
CLERK OF COURT
1978 FEB 10 PM 3:51
QUEEN ANNE'S COUNTY

My Commission Expires: 7-1-1978

SEE OVER

19 289

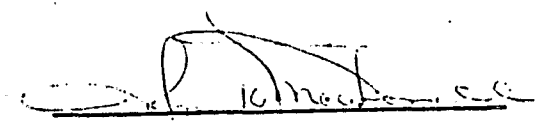
STATE OF MARYLND

to wit:

COUNTY OF Montgomery

I hereby certify on this 14 day of January 1978 before me, the subscriber, a Notary Public of the state of Maryland, in and for the county aforesaid, personally appeared Edvige S. Tano known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument an acknowledged that she executed the same for the purposes therein contained

AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC


My commission expires: 7-1-1978



STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM 251, folio 314, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th day of May 1986.


Marguerite W. Mankin, Clerk of
Circuit Court for Queen Anne's County



DOCUMENT NO.

125 353

1983
LIBER 208 3580

THIS SECOND MORTGAGE, made this 4th day of October, 1983, by and between ALBERT TANO and EDVIGE S. TANO, his wife, hereinafter called "Mortgagor", and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee";

WHEREAS, the said Mortgagor is justly indebted unto the Mortgagee in the full and just sum of THIRTY SIX THOUSAND DOLLARS (\$36,000.00), for money this day lent and advanced to the Mortgagor, as represented by a promissory note for the said sum of Thirty Six Thousand Dollars (\$36,000.00), bearing even date herewith and payable at the banking house of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of Fifteen Per Centum (15%) per annum, in one hundred and twenty (120) equal, consecutive, monthly installments in the sum of Five Hundred Eighty Dollars and Eighty one Cents (\$580.81), each, due one (1) month from the date of said note, and monthly thereafter, until said indebtedness is fully paid and satisfied, said payments comprising both principal and interest; notwithstanding the aforesaid monthly payments, the said Mortgagor shall have the right to prepay all or any part of the aforesaid principal indebtedness at any time without premium or penalty; provided, however, that all payments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment; and

WHEREAS, it was condition precedent to the making of the aforesaid loan of Thirty Six Thousand Dollars (\$36,000.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Albert Tano and Edvige S. Tano, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, near Love Point, being known and designated as Lot Nos. 6, 7 and 8, Block 13, of the lands of, or formerly of, the Love Point Land and Improvement Company of Carolina County, Inc., all as more particularly set forth and shown on a plat of said lands by B. Frank Wagamon, engineer, recorded May 10, 1910, among the Land Records of Queen Anne's County in Liber S.S. No. 7 folios 590 and 591.

BEING the same lands granted and conveyed unto said Mortgagors by deed from Jerome Mark Raffel and Jacqueline Schiller Raffel, his wife, dated the 6th day of June, 1966, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 22 folio 180.

SUBJECT, nevertheless, to the lien, operation and effect of a certain deed of trust from Albert Tano and Edvige S. Tano, his wife, to Jesse F. McAnnally, III, et. al., Trustees for First National Bank of Maryland, dated the 11th day of February, 1983, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 193 folio 529.

Together with an easement¹ dated the 4th day of August, 1981, by and between Albert Tano, et. al. and Albert Tano and Edvige S. Tano, recorded in Liber M.W.M. No. 177 folio 637, and amendment and modification to a grant of an easement, dated the 27th day of December, 1983, and recorded in Liber M.W.M. No. 208 folio 313.

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239 590

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Vachel A. Downes, Jr. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 250.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, planted, planned or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

David E. Thompson *Albert Tano* (SEAL)
Albert Tano
..... (SEAL)
David E. Thompson *Edvige Tano* (SEAL)
Edvige S. Tano
..... (SEAL)

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

On this the 4th day of October, 19 85, before me, David E. Thompson Agent, the undersigned officer, personally appeared Albert Tano and Edvige S. Tano, wife known to me to be the person (s) whose name (s) were subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagor to make this affidavit)

IN WITNESS WHEREOF I herewith set my hand and official seal.

Glorious Heart
Notary Public

*Here insert the name of the officer who takes the acknowledgment.

19 292

239 591

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

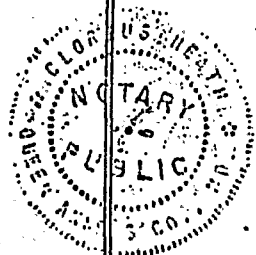
I HEREBY CERTIFY, that on this 4 day of October, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David J. Thompson, who did acknowledge himself to be the Owner President of the party secured by the foregoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth and that the actual sum of money advanced at the closing by the secured party was paid over and disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the borrower of this mortgage; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Glorious Hall

Notary Public

My Commission Expires: 1 July 1986



RECEIVED
CLERK, CIRCUIT COURT
1985 OCT -9 PM 2:54
QUEEN ANNE'S COUNTY

DEED 00
RECD FEE 15.90
POSTAGE .50
RECD TAX 158.40
SUBTOTAL 173.90
CHECK/MD 173.90
#067390 C001 R01 T14:49
10/09/85

19 293 1

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM 251, folio 589, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th day of May 1986.

Marguerite W. Mankin
MARGUERITE W. MANKIN, Clerk of
Circuit Court for Queen Anne's County

1986 294

5

LIBER 251 323

129/32

RECEIVED FOR RECORD

1986 MAY 14 PM 2:32

QUEEN ANNE'S COUNTY

Assignment

ASSIGN	OH
RECD FEE	12.00
POSTAGE	.50
SUBTOTAL	12.50

OF MORTGAGE FROM Albert Tano & Edvige S. Tano

TO The Centreville National Bank Of Maryland AS RECORDED IN

LIBER MWM NO. 239 FOLIO 589

MAIL TO Thompson & Thompson, Commerce St, Centreville, MD 21617

FOR VALUE RECEIVED, the undersigned does hereby assign the within and aforegoing Mortgage unto JEFFREY E. THOMPSON, attorney, for the purpose of collection by foreclosure or otherwise.

WITNESS the hand and seal of the said ASSIGNOR:

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By: [Signature] (SEAL)
JAMES O. PAPPIN, JR.
"Assignor"

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 251, folio 323, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th day of May 1986.

[Signature]
Marguerite W. Mankin, Clerk of
Circuit Court for Queen Anne's County

LIB: 19 295

LIB: 251 324

DOCUMENT NO. 129/33

~~NOT RECEIVED~~
CLERK CIRCUIT COURT RECEIVED FOR RECORD

1986 MAY 14 PM 2:32

QUEEN ANNE'S COUNTY

ASSIGN 00
RECD FEE 12.00
POSTAGE .50

Assignment

OF MORTGAGE FROM Albert Tano & Edvige S. Tano

TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 131 FOLIO 314

MAIL TO Thompson & Thompson, Commerce St., Centreville, MD 21617

FOR VALUE RECEIVED, the undersigned does hereby assign the within and foregoing Mortgage unto JEFFREY E. THOMPSON, attorney, for the purpose of collection by foreclosure or otherwise.

WITNESS the hand and seal of the said ASSIGNOR:

THE CENTREVILLE NATIONAL
BANK OF MARYLAND

By: [Signature] (Seal)
JAMES O. PIPPIN, JR.
"Assignor"

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM 251, folio 324, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th day of May 1986.

[Signature]
MARGUERITE W. MANKIN, Clerk of
Circuit Court for Queen Anne's County

JEFFREY E. THOMPSON
Assignee
118 North Commerce Street
Centreville, Maryland 21617

* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY, MARYLAND

v.

ALBERT TANO
and
EDVIGE S. TANO
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

* CIVIL ACTION NO. 86-00650

* * * * *

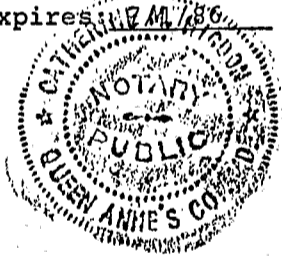
MILITARY AFFIDAVIT

STATE OF MARYLAND)
) TO WIT:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 15th day of May, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFFREY E. THOMPSON, Assignee, and made oath in due form of law that ALBERT TANO and EDVIGE S. TANO, the Mortgagors referred to in the foregoing Order to Docket Suit, are not now, nor have they been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers and Sailors Relief Act, and amendments thereto and that this information is gotten from persons who know the Mortgagors.

Catherine M. Nigdon

Notary Public
My Commission Expires 12/31/86



THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
706 0877

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CIRCUIT COURT
306 MAY 15 PM 3:25
QUEEN ANNE'S COUNTY

11-297

JEFFREY E. THOMPSON
Assignee
118 North Commerce Street
Centreville, Maryland 21617

v.

ALBERT TANO
and
EDVIGE S. TANO
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY, MARYLAND

* CIVIL ACTION NO. 86-00650

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

1] Balance due on principal of note dated February 9, 1978,
in the gross amount of \$45,000.00 by Albert Tano and Edvige S.
Tano to The Centreville National Bank of Maryland:

.....	\$ 36,119.31
With earned interest through May 12, 1986	1,165.98
Late Charges	62.91
TOTAL	<u>\$ 37,348.20</u>

Per diem Interest Rate: \$9.40

2] Balance due on principal of note dated October 4, 1985,
in the gross amount of \$36,000.00 by Albert Tano and Edvige S.
Tano to The Centreville National Bank of Maryland:

.....	\$ 35,486.89
With earned interest through May 12, 1986	1,414.62
Late Charges	58.08
TOTAL	<u>\$ 36,959.59</u>

Per diem Interest Rate: \$14.58

TOTAL DEBT

.....	<u>\$ 74,307.79</u>
-------	---------------------

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
788-0877

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CLERK, CIRCUIT COURT

1986 MAY 15 PM 3:25

QUEEN ANNE'S COUNTY

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

STATE OF MARYLAND
QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Jeffrey E. Thompson, Assignee, of Queen Anne's County, State of Maryland and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventy Four Thousand Three Hundred Seven Dollars Seventy Nine Cents (\$74,307.79) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated the 20 day of April, 1987.

WHEREAS, the above bounded principal by virtue of the power contained in two (2) mortgages from Albert Tano and Edvige S. Tano, his wife, to J. Robert Barton and Daniel T. Cannon as follows: (1) dated February 9, 1978, and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber C.W.C. No. 131, folio 314; and (2) dated October 4, 1985, and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber M.W.M. No. 239, folio 589, and the principal has been assigned said Mortgages for the purpose of collection, and he is about to sell the land and premises in said mortgages, default having been made in the payment of the money as specified and in the conditions and covenant therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Jeffrey E. Thompson, Assignee as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the two (2) mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by the Circuit Court in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

James Saulsbury Jeffrey E. Thompson

ATTEST:

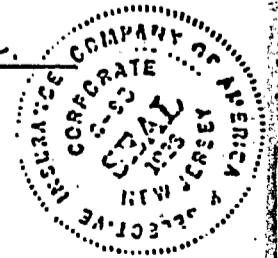
SELECTIVE INSURANCE COMPANY OF AMERICA

Jane A. Hughes

By: Judith W. Bennett

ATTORNEY IN FACT

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CLERK OF COURT
1987 APR 21 AM 9:25
QUEEN ANNE'S COUNTY



*surety approved and bond
filed 4/27/87*

19 300

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY that the foregoing was truly taken and copied from Liber MWM No. 4, folio 154, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of May, 1987.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's County

1987 APR 30 1

JEFFREY E. THOMPSON
Assignee
118 North Commerce Street
Centreville, Maryland 21617

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND

v.

ALBERT TANO and EDVIGE S. TANO
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

CIVIL ACTION NO. 86-00650

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Jeffrey E. Thompson, Assignee of Mortgages from Albert Tano and Edvige S. Tano, his wife, to The Centreville National Bank of Maryland, as follows: (1) a Mortgage dated February 9, 1978 and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber C.W.C. No. 131, folio 314; and (2) a Mortgage dated October 4, 1985 and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber M.W.M. No. 239, folio 589, in which Mortgages the Mortgagee is granted the power of sale after any default in the terms of said Mortgages, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said Mortgages, the said Jeffrey E. Thompson filed in this Honorable Court his Order To Docket Suit to foreclose said Mortgages, accompanied by said Mortgages, his sworn statement as to the Mortgage indebtedness and his bond given to the State of Maryland, executed by himself and Selected Risk Insurance Company, a body corporate, duly authorized by its charter to become sole surety in the full and just sum of Seventy-Four Thousand Three Hundred Seven Dollars Seventy-Nine Cents (\$74,307.79), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Record-Observer, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and last such publication being not more than one (1) week prior to sale, and after having sent the notice required

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QUEEN ANNE'S COUNTY

by Rule W 74a. 2. (c) as per the Affidavit filed in these proceedings, the said Jeffrey E. Thompson, Assignee, did attend in front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 2:00 p.m. on Tuesday, April 21, 1987, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot or parcel of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned Mortgages and Advertisement of Sale unto

J. ROBERT BARTON, AGENT FOR THE CENTREVILLE NATIONAL BANK OF MARYLAND

being then and there the highest bidder(s) therefor, at and for the sum of EIGHTY THOUSAND Dollars (\$ 80,000.00).

The Purchaser's Affidavit, required by the Maryland Rules, Certificate of the Auctioneer and Certificate of the Advertisement of Sale are attached hereto.

This report states the amount of sale to be EIGHTY THOUSAND Dollars (\$ 80,000.00).

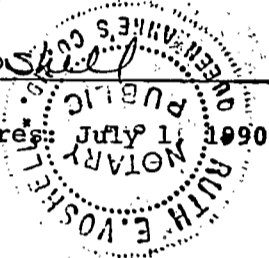
Respectfully submitted,

Jeffrey E. Thompson
Jeffrey E. Thompson, Assignee

STATE OF MARYLAND)
) TO WIT:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 21 day of April, 1987, before me, the subscriber, personally appeared Jeffrey E. Thompson, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on May 15, 1986, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

Ruth E. Voskell
Notary Public
My Commission Expires: July 1, 1990


Centreville, Md. 4/15 19 87

We Hereby Certify

That the annexed advertisement of

Albert Tano Sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before the 21st day of April 19 87.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the

25th day of March

19 87 and the last insertion on the

15th day of April

19 87.

Publishers, Record Observer

Per

Robert M. Moore

THOMPSON & THOMPSON
118 North Commerce Street
Centreville, Maryland 21617

Assignee's Sale

OF VALUABLE IMPROVED
FEE SIMPLE REAL ESTATE

Under and by virtue of the power of sale contained in the mortgages from Albert Tano and Edvige S. Tano to The Centreville National Bank of Maryland (1) dated February 9, 1978, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 131, folio 214, and (2) dated October 4, 1985, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 239, folio 589; default having occurred in the terms of said mortgages, the undersigned assignee, being specifically authorized to exercise the power of sale therein contained by virtue of Assignments of said mortgages: (1) dated May 14, 1986 and recorded among the land records of Queen Anne's County, State of Maryland in Liber M.W.M. No. 251, folio 324, and (2) dated May 14, 1986, and recorded among the land records of Queen Anne's County, State of Maryland in Liber M.W.M. No. 251, folio 323, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 o'clock P.M., on

Tues., April 21, 1987

the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, near Love Point, being known and designated as Lot Nos. 6, 7 and 8, Block 13, of the lands of, or formerly of, the Love Point Land and Improvement Company of Caroline County, Inc., all as more particularly set forth and shown on a plat of said lands by B. Frenk Wegamon, engineer, recorded May 10, 1910, among the land records of Queen Anne's County in Liber S.S. No. 7, folios 590 and 591.

BEING the same property conveyed to the said Albert Tano and Edvige S. Tano by deed from Jerome Merk Raffel and Jacqueline Schiller Raffel, his wife, dated June 6, 1966, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 22, folio 180.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

IMPROVEMENTS: A single story masonry dwelling with four (4) fireplaces, two and one-half (2½) baths, partial basement and hot water baseboard heat.

1987 APR 30 5

JEFFREY E. THOMPSON
Assignee
118 North Commerce Street
Centreville, Maryland 21617

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND

v.

ALBERT TANO and EDVIGE S. TANO
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

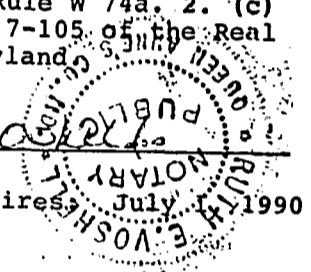
CIVIL ACTION NO. 86-00650

* * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 21 day of April, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Jeffrey E. Thompson, Assignee, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly sent by certified mail to Albert Tano and Edvige S. Tano, Mortgagors and present record holders of the property to be sold, at their last known address as prescribed by Rule W 74a. 2. (c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.

Ruth E. Voshell
Notary Public
My Commission Expires July 1, 1990



CLERK, CIRCUIT COURT
1987 APR 21 PM 4:01
QUEEN ANNE'S COUNTY

1987 APR 21 307

JEFFREY E. THOMPSON
Assignee
118 North Commerce Street
Centreville, Maryland 21617

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND

v.

ALBERT TANO and EDVIGE S. TANO
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

CIVIL ACTION NO. 86-00650

* * * * *

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, near Love Point, being known and designated as Lot Nos. 6, 7 and 8, Block 13 of the lands of, or formerly of, The Love Point Land and Improvement Company of Caroline County, Inc., all as more particularly set forth and shown on a plat of said lands by B. Frank Wagamon, Engineer, recorded May 10, 1910 among the Land Records of Queen Anne's County in Liber S.S. No. 7, folios 590 and 591.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

In front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, April 21, 1987, beginning at the hour of 2:00 p.m. unto

J. Robert Barton, agent for the Centreville National Bank of Maryland

at and for the sum of EIGHTY THOUSAND
Dollars (\$ 80,000.00).

Joseph A. Jackson, Jr.
Joseph A. Jackson, Jr.
Auctioneer

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1987 APR 21 PM 4:02
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON, Assignee

vs.

ALBERT TANO and

EDVIGE S. TANO

Civil No. 86-00650

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 21st day of April, 1987 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed April 21, 1987

JEFFREY E. THOMPSON,
MORTGAGE ASSIGNEE,

v.

ALBERT TANO, et ux.,

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Case No.: 86-00650

* * * * *

VERIFIED PETITION FOR ORDER REQUIRING DISBURSEMENT
OF SURPLUS PROCEEDS

The First National Bank of Maryland (hereafter, "Petitioner"), by its attorneys, James T. Heidelbach and Gebhardt & Smith, hereby petitions this Court for an Order providing that the surplus proceeds resulting from the foreclosure sale in the above-captioned matter be distributed to it, after distribution to prior lien holders, and in support thereof states as follows:

1. Petitioner is the beneficiary under a Deed of Trust from Albert Tano and Edvidge S. Tano (hereafter, the "Defendants") dated February 11, 1983 and recorded among the Land Records of Queen Anne's County, Maryland at Liber 193 folio 529 covering the subject property. A true and accurate copy of the Deed of Trust is attached hereto as Exhibit "A" and incorporated herein by reference. The Deed of Trust secures a Promissory Note from the Defendants to the Petitioner dated February 11, 1983 in the principal amount of Thirty-Five Thousand Dollars (\$35,000.00). (A true and accurate copy of the Promissory Note is attached hereto as Exhibit "B").

2. As of May 18, 1987, there is due and owing from the Defendants to the Petitioner under the Promissory Note the

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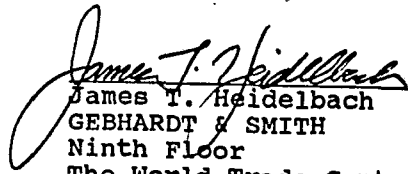
total sum of Forty Thousand Nine Hundred Fifty-Three Dollars and Eighty-Five Cents (\$40,953.85), consisting of the unpaid principal balance of Thirty-Five Thousand Dollars (\$35,000.00), interest through May 18, 1987 of Four Thousand Seven Hundred Ninety-One Dollars and Ninety-Three Cents (\$4,791.93), late charges in the amount of Sixty-One Dollars and Ninety-Two Cents (\$61.92) and attorneys' fees in the amount of One Thousand One Hundred Dollars (\$1,100.00). Interest continues to accrue on the unpaid principal balance of the Promissory Note at the rate of Eight Dollars and Fifty-One Cents (\$8.51) per day.

3. Petitioner, as the beneficiary under the Deed of Trust, is entitled to receive all surplus proceeds from the sale of the subject property, up to the total amount of the indebtedness owed to Petitioner under the Promissory Note, after payment of prior liens.

WHEREFORE, Petitioner, The First National Bank of Maryland, prays that this Honorable Court:

A. Enter an Order requiring that all surplus proceeds from the sale of the subject property, up to Forty Thousand Nine Hundred Fifty-Three Dollars and Eighty-Five Cents (\$40,953.85) plus interest at the rate of Eight Dollars and Fifty-One Cents (\$8.51) per day from May 19, 1987, be disbursed to The First National Bank of Maryland after payment of prior liens; and

B. Grant the Petitioner such other and further relief as is just and appropriate.



James T. Heidelbach
GEBHARDT & SMITH
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
(301) 752-5830

Attorneys for the Petitioner, The
First National Bank of Maryland

VERIFICATION

I, Dawne E. Davies, a loan officer of the Petitioner, The First National Bank of Maryland, solemnly affirm under the penalties of perjury that the contents of the foregoing Verified Petition for Disbursement of Surplus Proceeds are true, accurate and correct to the best of my knowledge, information and belief.

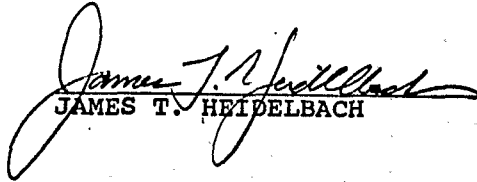

DAWNE E. DAVIES,
Loan Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 19th day of May, 1987, I mailed, by first-class mail, postage prepaid, a copy of the foregoing Verified Petition for Order Requiring Disbursement of Surplus Proceeds to Jeffrey E. Thompson, Esquire, Mortgage Assignee, 118 North Commerce Street, Centreville, Maryland 21617 and John F. Blevins, Esquire, Lentz, Hooper, Jacobs & Blevins,

1 0877 19 251-312 1

P.A., 125 North Main Street, Bel Air, Maryland 21014, attorney
for the Defendants.


JAMES T. HEIDELBACH

JTH/F554510.DOC

This Deed of Trust, made this 11th day of February, 1983, by and between

ALBERT TANO and EDVIGE S. TANO, his wife
hereinafter referred to as "Grantor," and

JESSE F. McANNALLY, III and JOANNA M. KELLER,
hereinafter referred to as "Trustees";

Whereas, ~~Grantor has been indebted to~~ FIRST NATIONAL BANK OF MARYLAND has
agreed to advance GRANTOR a line of credit up to the principal sum of THIRTY-FIVE
THOUSAND AND NO/100 ~~in the principal sum of~~

Dollars (\$35,000.00),

for which amount the Grantor has signed and delivered his promissory note of even date herewith
payable to the order of FIRST NATIONAL BANK OF MARYLAND
in the principal amount of THIRTY-FIVE THOUSAND AND NO/100

Dollars (\$35,000.00) ~~bearing interest at the rate of _____ percent (____%) per annum
and payable on the following terms and obligations:~~

and being payable as in said Note set forth, the said terms and conditions
of said Note being incorporated herein by reference.

AND, it is expressly agreed that if default be made in the payment of
any one of the aforesaid installments when and as the same shall become
due and payable, then and in that event, the unpaid balance of the
aforesaid principal sum and accrued interest shall at the option of the
holder of said Note, at once become due and payable; and the waiver of
any one default shall not affect the right to mature the debt at any
subsequent default.

~~IN the event of a sale of this property conveyed by this Trust or transfer
of title thereto, the Note secured hereby shall thereupon become due and
payable in full, at the option of the Note holder.~~

THIS Deed of Trust is intended and given as collateral security for a loan
made by First National Bank of Maryland to Albert Tano and Edvige S. Tano.

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QUEEN ANNE'S COUNTY

FEB 24-83 * 25657 ****174.50
FEB 24-83 A 25657 ****154.00
FEB 24-83 A 25656K *****50
FEB 24-83 A 25655 *****20.00

Now, Therefore, This Deed of Trust Witnesseth: That to secure the prompt payment
of said indebtedness and all charges and advances as in said promissory note and as herein provided,
the Grantor, in consideration of the sum of One Dollar in hand paid by said Trustees at and before the
sealing and delivering of these presents, the receipt of which is hereby acknowledged, does hereby grant
and convey in fee simple unto the Trustees the land and premises lying and being in Queen Anne's
County, State of Maryland, and described as follows:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the
Fourth Election District of Queen Anne's County, State of Maryland, near Love
Point, BEING KNOWN AND DESIGNATED as Lots Nos. 6, 7 and 8, Block 13, of the lands
of, or formerly of, the Love Point Land and Improvement Company of Caroline County,
Inc., all as more particularly set forth and shown on a plat of said lands by B.
Frank Wagamon, Engineer, recorded May 10, 1910, among the Land Records of Queen
Anne's County, in Liber S.S. No. 7, folios 590 and 591.

BEING the same property acquired by ALBERT TANO and EDVIGE S. TANO, his wife, by
deed dated June 6, 1966 and recorded among the Land Records of Queen Anne's County
in Liber C.W.C. no. 22, folio 180.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity or otherwise however, of the Grantor, of, in, to, or out of the said land and premises;

In Trust to permit said Grantor to use and occupy the said described land and premises and to receive the rents, issues, and profits thereof, until default be made in the payment of any indebtedness hereby secured and in the performance of the conditions and obligations made and stipulated in the said promissory note or in the performance of any covenant or agreement contained in this trust; and upon the full payment of all of said note and any extensions or renewals thereof, and interest thereon, and all moneys advanced or expended as provided for in said promissory note or as herein provided, and all other costs, attorney's fees, charges, commissions, and expenses, at any time before the sale herein provided for to release and re-convey the said land and premises unto and at the cost of the Grantor or the party or parties then claiming under said Grantor.

The Grantor, for himself and his successors and assigns, covenants and agrees as a part of this trust, as follows:

1. That he will pay the indebtedness evidenced by the note secured hereby, all taxes and assessments relating to the land and premises herein described, ground rents, all charges against the property, and all other sums which are required to be paid by him under the terms of said promissory note or this Deed of Trust, including costs, expenses and attorney's fees incurred by the Trustees or the holder of said note with respect to this trust, the said note or the land and premises herein described, and in default of any such payment the holder of said note may pay the same, and any sum or sums so paid shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest, and shall be secured by this Deed of Trust.
2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear accepted; and that he will not act or fail to act in any manner which will jeopardize the lien of this Deed of Trust.
3. That he will keep the improvements now existing, or hereafter erected on said land, insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of said note, and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of said note and the policies and renewals thereof shall be held by said holder and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of said note. In event of loss he will give immediate notice by mail to the holder of said note, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to and to the order of the holder of said note, and the insurance proceeds or any part thereof may be applied by such holder at his option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the security property. In the event of sale under the terms of this Deed of Trust or other transfer of title to said security property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
4. That in the event the ownership of the security property becomes vested in a person other than Grantor, the holder of said note may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time of the payment of the indebtedness or any other modification of the terms of the indebtedness at the instance of the then owner shall not relieve the Grantor of his liability on the note hereby secured or from the performance of any of the covenants and agreements contained herein whether said extension or modification be made with or without the consent of the Grantor.
5. That the irrevocable power to substitute one or more of the trustees named herein or substituted therefor is expressly reserved to the holder of the note secured by this Deed of Trust to be

4 11-315 4
exercised any time hereafter no matter how often without notice and without specifying any reason therefor by filing for record among the land records where this instrument is recorded a Deed of Appointment, and thereupon all of the title and estate, powers, rights and duties of the trustee thus superseded shall terminate and shall be vested in the successor trustee or trustees. The Grantor and the Trustees herein named or that hereafter may be substituted hereunder expressly waive notice of the exercise of this power, the giving of bond by any trustee, and any requirement for application to any Court for the removal, substitution or appointment of a trustee hereunder.

6. That each Trustee acting hereunder shall be paid a fee of Fifteen Dollars (\$15.00) for each document which he is required to execute under the terms of this Deed of Trust.

7. That his failure to perform any of his obligations under this Deed of Trust or under said note shall constitute a default and all indebtedness secured hereby shall immediately become due and payable at the option of the holder of said note. Any time thereafter, at the request of the holder of said note, the Trustees shall have the power and it shall be their duty to sell said land and premises or any part thereof at public auction, in such manner, at such time and place, upon such terms and conditions, and upon such public notice as the Trustees may deem best for the interest of all concerned, consisting of advertisement in a newspaper of general circulation in the county or city in which the security property is located for at least once a week for two successive weeks or for such period as applicable law may require and, in case of default of any purchaser, to re-sell with such postponement of sale or re-sale and upon such public notice thereof as the Trustees may determine, and upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, convey said land and premises in fee simple to and at the cost of the purchaser, who shall not be liable to see to the application of the purchase money; and from the proceeds of sale: FIRST, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustees' bond, auditor's fee, attorney's fee, and all other expenses of sale incurred in and about the protection and execution of this trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon as provided herein, and all taxes due upon said land and premises at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of said sale or sales; SECOND, to pay the whole amount then remaining unpaid of the principal of said note, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed that upon such sale before maturity of the note the balance thereof shall be immediately due and payable; THIRD, to pay liens of record against the security property according to their priority of lien and to the extent that funds remaining in the hands of the Trustees are available; and LAST, to pay the remainder of said proceeds, if any, to the Grantor, his heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the said land and premises, less costs and expenses of obtaining possession.

8. That if the security property shall be advertised for sale, as hereinabove provided, and not sold, he will pay all costs in connection therewith including, but not limited to advertising, attorney's fees and a Trustees' commission of 2 1/2 % of the then unpaid principal balance of the indebtedness, and the same shall be secured in like manner as other charges and expenses relating to the execution of this trust and bear interest at the rate stated in said note.

9. That he warrants specially the property herein conveyed and that he will execute such further assurances thereof as may be requisite.

~~That the execution of this Deed of Trust is in full payment of the indebtedness evidenced by the note hereunto attached and that prior to the execution of this Deed of Trust the amount of the indebtedness was fully accounted for and that the execution of this Deed of Trust is in full payment of the indebtedness as required by the Annotated Code of Maryland, 1975, Chapter 112 of the Laws of 1975, and that no other security statement is required by law.~~

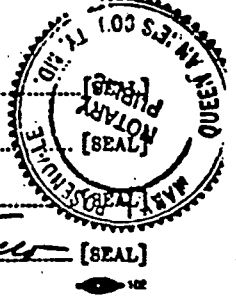
BORROWERS stipulate and warrant that the loan evidenced hereby was transacted solely for the purpose of carrying on or acquiring a business or commercial investment within the meaning of the provision of Article 49, ANNOTATED CODE OF MARYLAND, as amended and re-enacted by the provision of Title 12, COMMERCIAL LAW, ANNOTATED CODE OF MARYLAND, 1975 edition as amended, and they further warrant the entire loan proceeds will be used for such purpose.

The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, his heirs, personal representatives, successors and assigns, the Trustees and any successor, or substitute trustee or trustees, and the holder of the note hereby secured. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the following signatures and seals.

Albert Tano
ALBERT TANO

EDVIGE S. TANO *Edvige S. Tano* [SEAL]



Witness:
Mary D. Rosendale
My Commission expires 7/1/86

LIBRA 193 PAGE 532

STATE OF MARYLAND
COUNTY OF CAROLINE

To Wit:

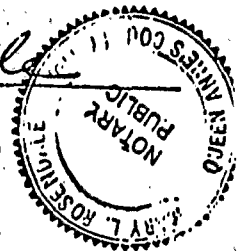
On this 11th day of February, 1983, before me,
the undersigned officer, personally appeared ALBERT TANO

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:
1 July 1986

Mary L. Rosenthal
Notary Public



STATE OF MARYLAND
COUNTY OF CAROLINE

To Wit:

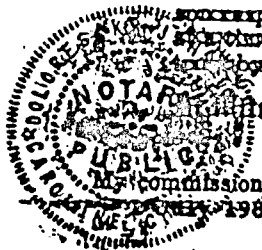
I hereby Certify that on this 11th day of February 1983, before me, the subscriber, a notary public in and for the State and County aforesaid, personally appeared JAMES W. YATES, Esquire and made oath in due form of law that he is Agent for the party secured by the foregoing Deed of Trust and that the consideration set forth in the foregoing Deed of Trust is true and bona fide as therein set forth; and that

~~the terms of the deed which the foregoing deed of trust has been recorded in and the proceeds of the same are to be paid over and disbursed by the party secured by the deed of trust to the borrower or to the person responsible for the disbursement of funds in the closing transaction or their respective agent or agents in accordance with the terms and conditions set forth in the deed of trust and the delivery of the foregoing deed of trust to the borrower.~~

In Witness Whereof, I hereunto set my hand and official seal.

Robert J. ...
Notary Public

My commission expires:
1 July 1986



Deed of Trust

MARYLAND

ALBERT TANO and

EDVIGE S. TANO, his wife

TO

JESSE F. McANNALLY and

JOANNA M. KELLER

Trustee.

Recorded for Record on the 24th day

of 7th month, A.D. 1983

at 2:00 o'clock P.M. and recorded in

Liber No. 193 at Folio 529, one of

the Land Records for

State of Maryland.

Marguerite W. ...
Clerk.

MANIS, WILKINSON, SNIDER & GOLDSBOROUGH
CHARTERED

P.O. Box 921

Annapolis, Maryland 21404

The Washington Law Register Company
1425 Eye Street, N.W., Washington, D.C. 20004

STAMP 154.00 A.

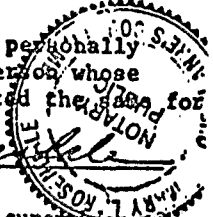
STATE OF MARYLAND, COUNTY OF

to wit:

ON this 11th day of February, 1983, before me, the undersigned officer, personally appeared EDVIGE S. TANO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Mary L. Rosenthal
Notary Public *



THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

* My Commission Expires: July 1, 1986

Attorney

\$35,000.00

February 11, 1983

Denton, Maryland

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of FIRST NATIONAL BANK OF MARYLAND, the principal sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00), together with interest on the unpaid principal balance at the annual rate of interest equal to FIRST NATIONAL BANK OF MARYLAND Prime plus one (1%) per cent. INTEREST ONLY shall be payable at P.O. Box 250, Denton, Maryland 21629, or such place as the Note holder may designate, in monthly installments as per invoice from the Note holder on funds as advanced by FIRST NATIONAL BANK OF MARYLAND to Borrower from time to time pursuant to a Line of Credit; said Line of Credit to commence on February 11, 1983. Said monthly payments of interest only on funds so advanced shall continue until the entire indebtedness if not sooner paid shall be due and payable on or before the forty-fifth (45th) day following the completion of construction on Lot 10, Block 14, Woodchester Drive, Bay City, Queen Anne's County, Maryland.

BORROWER shall notify FIRST NATIONAL BANK OF MARYLAND, by certified mail, return receipt requested, of completion of construction on Lot 10, Block 14, Woodchester Drive, Bay City, Queen Anne's County, Maryland, no later than forty-eight (48) hours following completion of construction.

BORROWER may prepay the principal amount outstanding in whole or in part at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent installments.

IF any monthly installment under this Note is not paid when due, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance.

BORROWER shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them and their successors and assigns.

ANY Notice to Borrower provided for in this Note shall be given by mailing such notice by Certified Mail, addressed to the mailing address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice, by certified mail, return receipt requested to P.O. Box 250, Denton, Maryland 21629, or at such other address as may have been designated by Notice to Borrower.

IF payment of the indebtedness evidenced by this Note, or any part thereof shall not be made when due and at maturity, by acceleration, or other wise, the undersigned hereby authorizes and empowers any attorney of any Court of Record within the United States to appear for the undersigned in any Court, or before any Justice of the Peace within the United States and confess judgment for the amount of this Note, with interest at the rate of Prime plus one-percent (1%), as determined by First National Bank of Maryland on a daily basis, and the cost of suit and attorney's fees of ten percent (10%), hereby waiving and releasing all errors and all rights of exemption, appeal, stay of

execution, inquisition and extension upon any levy on real estate, or personal property to which the undersigned may otherwise be entitled under the laws of any State or possession of the United States now in force or which may hereafter be passed.

BORROWERS stipulate and warrant that the loan evidenced hereby was transacted solely for the purpose of carrying on or acquiring a business or commercial investment within the meaning of the provision of Article 49, ANNOTATED CODE OF MARYLAND, as amended and re-enacted by the provision of Title 12, COMMERCIAL LAW, ANNOTATED CODE OF MARYLAND, 1975 edition as amended, and they further warrant the entire loan proceeds will be used for such purpose.

ON the occurrence of any of the following events, at the option of the Note holder, the following shall be deemed to be a default under the terms hereof: The filing by or against either the makers or any parties liable hereon of a petition in bankruptcy, insolvency or reorganization in a federal or state court as prescribed by a receiver or trustee of the business or property of either the Borrower or any persons or other entities liable hereon; or the making of an assignment for the benefit of creditors by either the Borrower or any persons or other entities liable hereon, and which petition shall not be withdrawn or dismissed or which appointment or assignment shall not be cancelled or terminated within sixty (60) days after the filing of such petition or the making of such assignment or appointment.

THIS Note has been executed in the State of Maryland and shall be governed and construed in accordance with the laws of the State of Maryland.

Albert Tano (SEAL)
Albert Tano

Edvige Tano (SEAL)
Edvige S. Tano

Secured by a Deed of Trust of even date herewith to Jesse F. McAnnally, III and Joanna M. Keller, Trustees for First National Bank of Maryland, conveying Lots 6, 7, and 8, Block 13, LOVE POINT, Kant Island, Queen Anne's County, Maryland

MAILING ADDRESS:

Albert Tano and Edvige S. Tano, P.O. Box 340
Stevensville, Maryland 21666

JEFFREY E. THOMPSON,
MORTGAGE ASSIGNEE,

v.

ALBERT TANO, et ux.,

Defendant

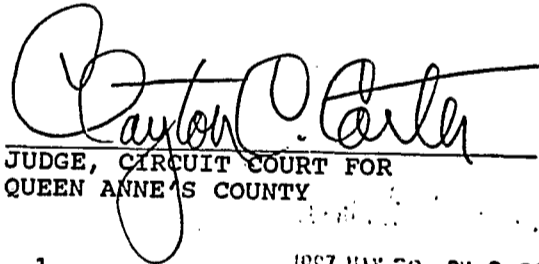
* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Case No.: 86-00650

* * * * *

ORDER REQUIRING DISBURSEMENT OF SURPLUS PROCEEDS

The Verified Petition for Disbursement of Surplus Proceeds filed by The First National Bank of Maryland (hereafter, "First National") having been read and considered, and it appearing that First National is entitled to have its lien against the subject property satisfied of the proceeds from the sale of the property, after the payment of prior liens, it is this 20th day of May, 1987, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor allow such surplus as remains after the payment of costs, expenses and the claims of prior lien holders, towards the repayment of First National's claim, up to Forty Thousand Nine Hundred Fifty-Three Dollars and Eighty-Five Cents (\$40,953.85) plus interest at the rate of Eight Dollars and Fifty-One Cents (\$8.51) per day from May 19, 1987, in the order of its priority and subject to exception in accordance with Rule 2-543(f).


JUDGE, CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

JTH/F554511.DOC

1987 MAY 20 PM 3:00
QUEEN ANNE'S COUNTY

307 19 320

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON,
Mortgage Assignee

:

:

v.

:

Civil No. 86-00650

ALBERT TANO, et ux.
Defendant

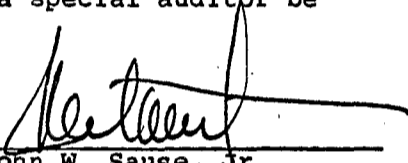
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SUGGESTED DISQUALIFICATION

The Auditor being the attorney for a claimant in Civil Action #84-00100, in which Albert J. Tano is a party, it is respectfully suggested that a special auditor be appointed in this proceeding.



John W. Sause, Jr.
Auditor

RECEIVED
CLERK OF DISTRICT COURT
1987 MAY 28 AM 10:49
QUEEN ANNE'S COUNTY

1 1987 19 321 1
Centreville, Md. 5/13 19 87

We Hereby Certify

#86-00650

That the annexed advertisement of

Ratification

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 24th day of May 19 87.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 24th day of April 19 87, and the last insertion on the 13th day of May 19 87.

Publishers, Record Observer

Per

Betty M. Comgys

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
JEFFREY E. THOMPSON, Assignee
vs.
ALBERT TANO and EDVIGE S. TANO
Civil No. 86-00650
NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 21st day of April, 1987 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof
Merguerite W. Mankin, Clerk
True Copy, Test:
Merguerite W. Mankin, Clerk
By: Betty M. Comgys, Deputy Clerk
Filed April 21, 1987
RB-4-29-31-058
1987 JUN 1
QUEEN ANNE'S COUNTY
CLERK

-2 PM 1:46

JEFFREY E. THOMPSON,
Assignee
118 North Commerce Street
Centreville, MD 21617

vs.

ALBERT TANO and
EDVIGE S. TANO
P. O. Box 340
Love Point Avenue
Stevensville, MD 21666

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: CIVIL NO. 86-00650

FINAL ORDER OF RATIFICATION OF SALE
AND REFERRAL TO AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of Court, it is


ORDERED, this 2nd day of June, 1987, by the Circuit Court for Queen Anne's County, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to Luther W. Gregory, Esquire, who is appointed Special Auditor, to take the oath prescribed by Code § 2-104 of the Courts Article, and to state an account, pursuant to Rule 2-543, of the proceeds of sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required by the Auditor including a form of

1987 JUN -2 PM 4:25
QUEEN ANNE'S COUNTY

suggested account, which the fiduciary is to submit to the Auditor within fifteen (15) days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen (15) days, unless extended by the Court.



Judge

Distribution:
Original to File
True Copies to:
Luther W. Gregory, Esq.
Jeffrey E. Thompson, Esq.

JEFFREY E. THOMPSON
 118 North Commerce Street
 Centreville, Maryland 21617

v.

ALBERT TANO
 EDVIGE S. TANO
 P.O. Box 340
 Love Point Avenue
 Stevensville, Maryland 21666

IN THE CIRCUIT COURT
 FOR
 QUEEN ANNE'S COUNTY
 Civil No. 86-00650

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$80,000.00	
Interest on \$80,000.00 @ 10%			
from 4/21/87 to 7/1/87			
71 days @ \$21.92		<u>1,556.32</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$81,556.32
COMMISSIONS, to Fiduciary		\$ 4,150.00-	
ATTORNEY FEE, per DEED OF TRUST		250.00-	
EXPENSES OF SALE			
Court Costs	\$251.50-		
Advertising			
Notices of sale	600.98-		
Report of sale	83.58-		
Bond premium	297.00-		
Auctioneer's fee	200.00-		
Certified mail	<u>1.67-</u>	1,434.73-	
AUDITOR'S FEE AND COSTS			
Fee for audit	65.00-		
Postage and copies	<u>1.73-</u>	<u>66.73-</u>	<u>5,901.46-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$75,654.86
INDEBTEDNESS DUE UNDER DEED OF TRUST			
Per Statement of Debt			
Principal		\$36,119.31-	
Interest to 5/12/86		1,165.98-	
Late Charges		62.91-	
Real Property Taxes 86-87		<u>1,156.63-</u>	

RECEIVED
 CLERK, CIRCUIT COURT
 1987 AUG -3 PM 3:20
 QUEEN ANNE'S COUNTY

Auditor's Account

Civil No. 86-00650

Interest on principal @ 9.5%
 5/12/86 to 4/21/87
 344 days @ \$9.40

3,233.60-

4/21/87 to 60 days after
 sale (RP\$7-105)
 60 days @ \$9.40

564.00- \$42,302.43-

AVAILABLE FOR DISTRIBUTION

\$75,654.86

SURPLUS

\$33,352.43

Under Order Requiring
 Disbursement of Surplus Proceeds paid
 to First National Bank of Maryland
 Distributed as principal and
 interest

\$33,352.43

NOTICE

The attached Account was filed on August 3, 1987. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified. The amount of the claim allowed is stated in the Account.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciaries in Civil Action #86-00650. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.


I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on August 3, 1987:

Jeffrey E. Thompson, Esquire
118 North Commerce Street
Centreville, Maryland 21617

Albert Tano
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

Edvige S. Tano
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

James T. Heidelboch, Esquire
Gebhardt and Smith
The World Trade Center - Ninth Floor
Baltimore, Maryland 21202


Luther W. Gregory
Special Auditor

To: His Honor, the Judge
Circuit Court
Queen Anne's County
Centreville, MD 21617

RE: Civil No. 86-00650

Jeffrey E. Thompson
118 No. Commerce Street
Centreville, MD 21617

v.

Albert Tano
Edvige S. Tano
4619 West Virginia Avenue
Bethesda, MD 20814

Exception is requested in the names of Albert and Edvige S. Tano regarding this file because the subject house was sold for \$80,000 or considerably under the appraised value, and the official sale of \$110,000 by the bank that originally filed the foreclosure.

At the time of foreclosure, there was an outstanding contract of net money of \$119,000.

Therefore, we appeal to the court for consideration in this matter.

Due to the change of address and the fact that the auditors did not use the new address, this notice arrived too late for our lawyer to handle this and we were forced to proceed on our own initiatives.

I certify that the original of this notification of this exception notice has been sent to:

Jeffrey E. Thompson
118 No. Commerce Street
Centreville, MD 21617

Signed:

Albert Tano
Albert Tano

Edvige S. Tano
Edvige S. Tano

RECEIVED
CLERK, CIRCUIT COURT
1987 AUG 12 AM 9:57
QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON
 118 North Commerce Street
 Centreville, Maryland 21617

IN THE CIRCUIT COURT
 FOR
 QUEEN ANNE'S COUNTY
 Civil No. 86-00650

v.

ALBERT TANO
 EDVIGE S. TANO
 P.O. Box 340
 Love Point Avenue
 Stevensville, Maryland 21666

AUDITOR'S ACCOUNT

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71 days @ \$21.92		<u>1,556.32</u>	
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Court Costs	\$251.50-		
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Auctioneer's fee	200.00-		
Certified mail	<u>1.67-</u>	1,434.73-	
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Fee for audit	65.00-		
Postage and copies	<u>1.73-</u>	<u>66.73-</u>	<u>5,901.46-</u>
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Per Statement of Debt			
Principal		\$36,119.31-	
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Late Charges		62.91-	
Real Property Taxes 86-87		<u>1,156.63-</u>	

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Jeffrey E. Thompson, Esquire
118 North Commerce Street
Centreville, Maryland 21617

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Stevensville, Maryland 21666

James T. Heidelboch, Esquire
Gebhardt and Smith
The World Trade Center - Ninth Floor
Baltimore, Maryland 21202



Luther W. Gregory
Special Auditor

19 330

Auditor's Account

Civil No. 86-00650

Interest on principal @ 9.5%
5/12/86 to 4/21/87
344 days @ \$9.40

3,233.60-

4/21/87 to 60 days after
sale (RP\$7-105)
60 days @ \$9.40

564.00- \$42,302.43-

AVAILABLE FOR DISTRIBUTION

\$75,654.86

SURPLUS

\$33,352.43


Under Order Requiring
Disbursement of Surplus Proceeds paid
to First National Bank of Maryland
Distributed as principal and
interest

\$33,352.43

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19 JUN 1987

REGISTERED NO. R 328 336 243		POSTMARK OF 	
Post Office Completion	Reg. Fee \$ 3.55	Special Delivery \$	
	Handling Charge \$	Return Receipt \$.70	
	Postage \$.22	Restricted Delivery \$	
Received by D. Simpson		<input type="checkbox"/> Intl	
Customer must declare Full value \$		<input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance \$25,000 Domestic Ins. Limit	
Customer Completion (Please Print)	FROM	ALBERT TANO	
	TO	4619 - WEST VIRGINIA AVE BETHESDA - M.D. 20814	
		JEFFREY E THOMPSON	
		118 - NORTH - COMMENCE - STREET CENTREVILLE - M.D. 21617	

All Entries MUST be in Ball Point or Typed

PS Form 3806, RECEIPT FOR REGISTERED MAIL (Customer Copy) June 1986 (See Information on Reverse)

JEFFREY E. THOMPSON
Assignee
118 North Commerce St.
Centreville, Maryland 21617

IN THE
CIRCUIT COURT

v.

FOR

ALBERT TANO and EDVIGE S. TANO
P.O. Box 340
Love Point Avenue
Stevensville, Maryland 21666

QUEEN ANNE'S COUNTY,
MARYLAND

CASE NO.: 86-00650

MOTION TO STRIKE

The Plaintiff, Jeffrey E. Thompson, Assignee, moves this Court to strike exceptions filed by the Defendants and as reason therefore states:

1. That no exceptions were filed to the Report of Sale within the time limited by the published notice of the Clerk of Court.
2. That the sale of the real estate made and reported in this action was finally ratified by Court Order dated June 2, 1987.
3. That the Auditor's Account was filed on August 3, 1987, allowing ten days within which to file exceptions to the account.
4. That on August 12, 1987, the Defendant filed an exception to the sale apparently alleging an inadequate sale price.
5. That said exception was filed more than two months following the ratification of the sale of the real estate made and reported in the above titled case and should therefore be stricken.
6. WHEREFORE, the Plaintiff prays this Court pass an Order striking the exception filed by the Defendants and finally ratifying the Auditor's Account filed August 3, 1987.

Respectfully submitted,

Jeffrey E. Thompson
Jeffrey E. Thompson, Assignee
Plaintiff

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
750 0877

RECEIVED
CLERK, CIRCUIT COURT
1987 AUG 18 PM 1:52
QUEEN ANNE'S COUNTY

1987 11-333

CERTIFICATE OF SERVICE

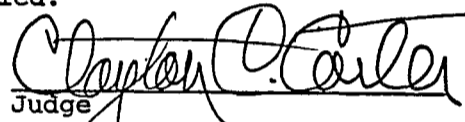
I HEREBY CERTIFY, that on this 18 day of August, 1987, a copy of the foregoing Motion to Strike was mailed, postage prepaid, to Albert Tano and Edvige S. Tano, 4619 West Virginia Avenue, Bethesda, Maryland 20814.


Jeffrey E. Thompson

ORDER

ORDERED, this 14th day of September, 1987, by the Circuit Court for Queen Anne's County, Maryland, that:

1. That the exception to the sale of the real estate made and reported in this action is hereby stricken.
2. That the Auditor's Account made and reported in this action is hereby finally ratified.


Judge

RECEIVED
CLERK, CIRCUIT COURT
1987 SEP 14 PM 3 01
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
788 0877

19 334

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
3 North First Street
Denton, Maryland 21629
Plaintiff

: IN THE CIRCUIT COURT

VS

: FOR QUEEN ANNE'S
COUNTY

JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY
P.O. Box 320
Queenstown, Maryland 21658

CIVIL 8600901#

CIV FEES 70.00

APPR 10.00

: CIVIL NO. ~~86~~ 0088.00

CHECK/MD 20.00

ORDER TO DOCKET

4208810 0001 R01 T1 7:32

10/28/86

Madam Clerk:

Please docket the above entitled case and file the following instrument marked "Plaintiff's Exhibit A":

Certified copy of Deed of Trust from John R. Whaley, III and Susan D. Whaley, his wife, and Carlton L. Whaley to Robert E. Jarrell and Philip G. Yost, Trustees for the benefit of Denton Production Credit Association, dated April 20, 1983 and recorded in Liber M.W.M. No. 195, folio 473, one of the Mortgage Records for Queen Anne's County, Maryland.

Robert E. Jarrell,
One of the Trustees

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

RECEIVED
CLERK
1986 OCT 28 11 2:35
QUEEN ANNE'S COURT

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
Plaintiff

: IN THE CIRCUIT COURT

VS

: FOR QUEEN ANNE'S
COUNTY

JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY

Defendants

: CIVIL NO. 76-00701

STATEMENT OF DEED OF TRUST DEBT

Statement of Deed of Trust Debt submitted by Robert E. Jarrell and Philip G. Yost, Trustees, on account of a delinquent Deed of Trust from John R. Whaley, III and Susan D. Whaley, his wife, and Carlton L. Whaley to Denton Production Credit Association, dated April 20, 1983 and recorded in Liber M.W.M. No. 195, folio 473, one of the Mortgage Records for Queen Anne's County, Maryland:

Principal amount of loan ----- \$135,000.00

Less: principal reduction ----- 36,313.04

Outstanding principal due ----- \$ 98,686.96

Accrued interest to 10/28/86----- \$ 11,412.05

Interest from 10/28/86 to accrue at
\$27.74 per diem

TOTAL PRINCIPAL & INTERST DUE AS OF
10/28/86 ----- \$110,099.01

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

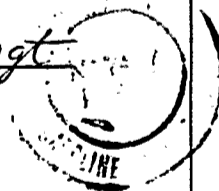
I HEREBY CERTIFY, that on this 28th day of October, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Jarrell, and Philip G. Yost, Trustees, and made oath in due form of law that the matters and facts contained in the foregoing State of Deed of Trust Debt are true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21029-0130

TELEPHONE
479-2112
479-1000

Bonnie T. Vogt
Notary Public



19 OCT 336

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
Plaintiff

: IN THE CIRCUIT COURT

vs

: FOR QUEEN ANNE'S
COUNTY

JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY
Defendants

: CIVIL NO. 86-00801

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of October, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James E. Johnson, Vice President of Denton Production Credit Association, and made oath in due form of law, that he knows the Defendants herein and that to the best of his knowledge, information and belief:

(a) Said Defendants are not in the Military Service of the United States of America.

(b) Said Defendants are not in the Military Service of any Nation allied with the United States of America.

(c) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act.

(d) Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Bonnie T. Vogt
Notary Public

My Commission Expires: July 1, 1990



NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21628-0130

TELEPHONE
478-2112
478-1000

1986 OCT 28 PM 2:35
QUEEN ANNE'S COUNTY

CURRENT NO. 112,159
Maryland
M.A.

DEED OF TRUST

(Real Estate)

THIS DEED OF TRUST, made this 20th day of April
in the year nineteen hundred and eighty-three, by and between JOHN R. WHALEY, III,
and SUSAN D. WHALEY, his wife, and CARLTON L. WHALEY,

RECEIVED
CLERK, CL. L. ...

1983 APR 20 AM 11:13

APR 20-83 * 28097 *****30.50

APR 20-83 A #28097K*****50

APR 20-83 A #28096 *****30.00

QUEEN ANNE'S COUNTY

of Queen Anne's and Talbot Counties, respectively, in the State of Maryland, hereinafter called the
Grantors and ROBERT E. JARRELL and PHILIP G. YOST of the
counties of Caroline and Caroline, State
of Maryland, respectively, Trustees, either or both of whom may act, hereinafter called "Trustee".

WITNESSETH: That for value received the said Grantor doth hereby grant and convey unto the said Trustee the following property, to wit:

ALL that certain land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being all those lots, parcels or tracts of land known as "Tristram", "Brooklyn", "Thomas H. Dodd Farm", "James F. Dodd Farm", or "Whealey Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael, and which is more particularly described as follows, to wit:

PARCEL NO. ONE: BEGINNING at a cedar post standing by a branch and near the road leading from the main road to the mansion house formerly of Samuel W. Thomas and running from thence South one degree fifteen minutes West, one hundred thirty perches; thence South eighty-four degrees thirty minutes West, eighty-nine and one-half perches; thence South fifty-six degrees fifteen minutes West, one hundred ten perches; thence North twenty-four degrees West one hundred sixty-five perches; thence North eighty-four degrees fifteen minutes East, one hundred seventy-two perches; thence North forty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches, thence North twenty-three degrees thirty minutes East, ten and three-tenths perches and from thence with a straight line to the place of beginning, containing one hundred eighty-nine and one-fourth of an acre, more or less.

PARCEL NO. TWO: BEGINNING at a cedar post at the end of ninety-nine and one-half perches on the dividing line between these lands and the lands formerly of William Carmichael (Parcel No. One above) and running from thence North eighty-four degrees fifteen minutes East, seventy-two and one-half perches; thence North twenty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches; thence North twenty-three degrees thirty minutes East, seven perches to the road leading from the mansion formerly of Samuel Thomas; thence with the road reversed North thirty-five degrees thirty minutes West, twenty-six perches to another cedar post, thence South thirty-eight degrees forty-five minutes West, ninety-two and one-third perches to another cedar post; thence South twenty-seven degrees West, forty-two perches; thence South twenty-five degrees West, twenty perches to the beginning first above mentioned cedar post containing forty-four acres and seven perches of land, more or less.

1-90-AMC
12 81

LOCK 195 CALL 473

5/5/83 Original mailed to Denton Production Credit Assn.
P.O. Box 277

PARCEL NO. THREE: BEGINNING for the same at a corner of a fence on the main road running through "Wye Neck" (now called Carmichael Road) and running thence North forty-six degrees East, sixty-one perches; thence North seventy-nine degrees West, thirty-five perches; thence South eighty-five degrees West, twenty-six perches; thence South seventy degrees thirty minutes West, twelve perches; thence South eighty-five degrees West, fourteen perches; thence South sixty-six degrees thirty minutes West, twenty-eight perches; thence South eleven degrees West, twenty-nine and five-tenths perches; thence North seventy-nine degrees East, twenty-two perches; thence South eighty-nine degrees East, thirty-six perches; thence North sixty-three degrees East, three and one-half perches; thence South forty-five degrees East, thirty-eight perches to the place of beginning, containing twenty-eight acres, three roods and twenty-one perches.

SAVING and EXCEPTING therefrom the following described parcels of land:

1. That lot on the northeast side of the public road leading to Wye Island bridge from Carmichael, conveyed to Samuel K. Horney by deed dated August 7, 1893, from Thomas H. Dodd and recorded in Liber L.D. No. 2, folio 101, and more particularly described therein as follows:

BEGINNING at a marked white oak and running North seven and a half degrees West, seventeen and three-tenths perches to Judge Carmichael's lands, thence with his lands South eighty-four and a half degrees West, twenty-two and three-tenths perches to a stake, thence South seven and a half degrees East seventeen and three-tenths perches; then North eighty-four and a half degrees East, twenty-two and three tenths perches to the beginning, containing two acres, one rood and twenty-five perches of land.

2. That lot on the right side of the public road from Carmichael to Wye Island, adjoining on the West the property formerly of Goldsborough and on all other sides lands formerly of the Grantor which were conveyed to Benjamin F. Sylvester by Thomas H. Dodd, et. ux., by deed dated October 21, 1914, and recorded in Liber W.F.W. No. 6, folio 145, containing one-half acre of land.

3. That lot on the right side of the public road leading from Carmichael to Wye Island and adjoining the Wye Neck public school property, the lands formerly of E. T. Paea and Thomas H. Dodd, which was conveyed by Thomas H. Dodd, et. ux., to Samuel K. Horney by deed dated May 6, 1909, and recorded in Liber S.S. No. 6, folio 253, and which is more particularly described as follows, to wit:

BEGINNING in the middle of the aforesaid public road at the corner of the school house lot aforesaid, and running with said school house lot South seventy-eight degrees fifteen minutes West, one hundred sixty-three feet and three inches to a stone, also a corner for said school lot; thence with the land of E. T. Paea South thirty-seven degrees West, three hundred twenty-two feet six inches to a pine, where a stone is to be placed; thence South one degree fifty-five minutes East, five hundred forty-two feet to a stone; thence South seventy-six degrees thirty minutes East, two hundred thirty-one feet to the middle of the aforesaid public road opposite a gum tree; thence with said road North thirty-three degrees thirty minutes East, two hundred twenty-nine feet six inches to the turn in the road; thence North fourteen degrees forty-five minutes East, one hundred thirty-seven feet six inches; thence North five degrees ten minutes West, five hundred sixty-six feet six inches to the beginning, containing six acres, one rood, seventeen and one-half perches of land, more or less.

4. That lot along the old outlet road leading to the Samuel C. Thomas Farm from Bowsertown which was conveyed by Clarence T. Bishop, et. ux., to James Scott and Ida Scott, his wife, by deed dated April 11, 1927, and recorded in Liber B.H.T. No. 6, folio 453, and which is more particularly described as follows:

BEGINNING for the same at a point on the western side or edge of said outlet, a corner for the land formerly of Samuel Johnson and running thence by and with the land of the said Samuel Johnson a distance of four hundred sixty-six feet to a point to be marked by a stone; thence in a southerly direction a distance of one hundred ninety feet to a point to be marked by a stone three hundred seventy-five feet distant from the western side or edge of said outlet; thence in a straight line a distance of three hundred seventy-five feet to intersect the western edge of said outlet at a point (to be marked by a stone) three hundred four feet distant from the point of beginning; thence by and with the western edge of said outlet a distance of three _____ and four feet to the point of beginning, containing two acres of land, more or less.

5. That triangular shaped lot on the right side of the public road from Carmichael to Wye Island bounded on one side by said road, on the other by Stagwell Road and on the remaining side by the lot formerly of Benjamin Frank Sylvester, and later of Charles E. Bishop, which was conveyed by Clarence Tilghman Bishop, et. ux., to James Coleman and Blanche Carpenter by deed dated November 26, 1927, and recorded in Liber B.H.T. No. 7, folio 446, containing three-fourths of an acre of land.

BEING all and the same land which was conveyed by Deed of Distribution dated April 17, 1973, from Rachel M. Whaley, Personal Representative of the Estate of John R. Whaley, Jr., deceased, to Rachel M. Whaley Carter, as Rachel M. Whaley, life tenant, and John R. Whaley, III, and Carlton L. Whaley, vested remaindermen, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 72, folio 760. The said Rachel M. Whaley Carter died October 19, 1982.

The said Susan D. Whaley joins in the execution of this Deed of Trust and the note herein described for the purpose of binding herself, her heirs, personal representatives and assigns upon all the terms, covenants and conditions herein and therein set forth, and especially to better secure the repayment of the aforesaid principal indebtedness together with interest thereon at the times and in the manner set forth waiving notice of all or any extensions of the time or times for the repayment of said installments of principal and/or interest during the continuance of this Deed of Trust, any notes secured hereby or any renewals thereof.

The said Carlton L. Whaley joins in the execution of this Deed of Trust solely for the purpose of releasing and conveying to the Trustees herein all of his right, title and interest to the aforesaid property in order to better secure the repayment of the obligation which has been incurred by the said John R. Whaley, III, and Susan D. Whaley, his wife.

1931
LIBERTY 195 476

TOGETHER with all hereditaments and appurtenances hereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

IN TRUST to secure unto the DENTON PRODUCTION CREDIT ASSOCIATION of (hereinafter called "Beneficiary") the Denton payment when due of all indebtedness of the Grantor to the Beneficiary now existing or hereafter arising within TEN years from the date hereof in amounts not exceeding in the aggregate outstanding at any one time the sum of

ONE HUNDRED THIRTY-FIVE THOUSAND----- DOLLARS (\$135,000.00-----); together with interest thereon in accordance with the terms of the note or notes evidencing such indebtedness; and IN TRUST to secure unto the Beneficiary the performance of each and every covenant and agreement of this deed of trust and of the notes secured hereby;

Notwithstanding anything to the contrary herein contained, the indebtedness secured by this deed of trust shall not include any indebtedness now existing or arising in the future between the same parties hereto secured by lands not described herein.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Grantor shall extend to and bind his heirs, devisees, successors and assigns.

The Grantor covenants and agrees with the Trustee and Beneficiary as follows:

First: That nothing herein contained shall be construed to obligate the Beneficiary to make loans and advances to the Grantor and that the sole purpose of this deed of trust is to provide collateral security for presently existing indebtedness and for loans and advances which in the absolute discretion of the Beneficiary may hereafter be made to the Grantor;

Second: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite; and that he will use the proceeds of loans secured hereby solely for the purposes set forth in his applications for said loans;

Third: That should the title to the herein described property be acquired by any person, persons, partnership or corporation, other than the Grantor, by voluntary or involuntary grant or assignment, or in any other manner without the Beneficiary's written consent, or should the same be encumbered by the Grantor, his heirs, personal representatives and assigns, without the Beneficiary's written consent, then all said indebtedness shall at the option of the Beneficiary immediately become due and owing as herein provided;

Fourth: That he will pay or cause to be paid when due said principal sum of all indebtedness hereby secured, and any renewals, reamortizations, refinancings, or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this deed of trust and note(s) secured hereby, or any renewals, reamortizations, refinancings, or extensions and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise; under the laws of this and any other state and agrees to pay the said indebtedness without any set-off whatever;

Fifth: That he will pay when due all taxes, liens, judgements or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed; and in the event Grantor fails to pay the same or fails to maintain insurance as hereinafter provided, the Beneficiary may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law;

Sixth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in a good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Trustee or Beneficiary and the Trustee or Beneficiary shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Beneficiary;

Seventh: That he will permit the Trustee or Beneficiary through its authorized agents to enter upon the mortgaged property at any reasonable time for the purpose of inspecting the order, condition and repair of the buildings, improvements and other collateral located on the premises and herein secured;

Eighth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Beneficiary, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Beneficiary as its interest may appear. In the event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the order of the Beneficiary only, instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option to the reduction of the principal balance of the debt secured hereby without regard to the amortization plan or the payment of interest and property expenses, or to the restoration or repair of the damaged property. In event of foreclosure of this deed of trust or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee;

Ninth: That if at any time hereafter the said Beneficiary or Trustee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity hereof or of the loan hereby secured, it is hereby covenanted and agreed that said Beneficiary and Trustee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorney's reasonable fees, as permitted by applicable state law, for legal services rendered, and any sum so paid by the Beneficiary shall become a part of the debt hereby secured and shall be payable on demand with interest;

Tenth: That he will use the proceeds of the loan(s) secured hereby solely for the purposes set forth in his application(s) for said loan(s);

Eleventh: That he hereby assigns to the Beneficiary as additional collateral all royalties or other monies due or to become due from any surface or subsurface right or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises, and all sums received may be applied at the option of the Bank to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Bank, such sums may be returned to the Grantor, and that Grantor will not grant any surface or subsurface rights without the written consent of the Beneficiary;

Twelfth: Said Grantor hereby grants to the Beneficiary the right and power to appoint a substitute trustee, or trustees, for any cause, including declination to accept the trust, resignation, death, incapacity, disability, refusal to act, removal or absence from the state of the Trustee herein designated, or of any substituted trustee hereunder, and it is agreed that, upon the exercise of this power by the Beneficiary, the substituted trustee, or trustees, shall be vested with all the powers, rights, authorities, and duties vested in the Trustee herein designated and the Beneficiary shall designate and appoint the substitute trustee, or trustees, by an instrument duly executed and acknowledged and filed for recordation in the office of the clerk of the court wherein this deed of trust is recorded;

Thirteenth: That upon default in the payment of the indebtedness secured hereby or any part thereof as the same shall become due and payable or in the event of the breach of any of the terms, covenants and agreements of this deed of trust or of notes secured hereby or in the event the Grantor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent or file a petition for an arrangement with creditors, the entire indebtedness secured hereby shall at the option of the Beneficiary become immediately due and payable and in addition to other remedies provided by law, the Trustee or Beneficiary shall have the right without notice to take possession of the property herein described and to operate, manage or lease the same and make any reasonable and needed expenditures for the operation, maintenance and management of the said property and expenditures thus made or expenses incurred shall become a part of the indebtedness hereby secured and shall be payable by the Grantor immediately with interest; and, further, in the event of default as aforesaid and in addition to remedies herein provided or otherwise provided by law, the Grantor hereby assents to the passage of a decree for the sale of the property herein described and it authorizes the said Trustee or successor to sell the same at public auction in the manner authorized and required by law or Rules of Court and hereby agrees that distribution of proceeds of such sale shall be made as follows: FIRST, to the payment of all expenses incident to the said sale and all other expenses of the trust including a commission to the Trustee in the amount authorized by the Rules of Court plus a fee of \$50; SECOND, to the payment of the Beneficiary of all indebtedness secured hereby with interest; and THIRD, the surplus (if any) shall be distributed to the Grantor upon the surrender of possession of the said property to the purchaser at such sale;

Fourteenth: That in the event foreclosure proceedings are commenced as authorized the same may be withdrawn or discontinued only upon payment by the Grantor of all indebtedness secured hereby and interest, all advertising expenses and court costs, and all other expenses incident to a sale by a Trustee including a commission and fee to the Trustee as hereinabove provided;

Fifteenth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Trustee or Beneficiary makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said property to the purchaser of such sale;

Sixteenth: That without affecting the liability of the Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein and without affecting the rights of Trustee or Beneficiary with respect to any security not expressly released in writing, and without affecting the priority of the lien of this deed of trust, Trustee or Beneficiary may, at any time and from time to time, either before or after the maturity of said indebtedness, and without notice to or the consent of any party hereto or any other party; (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Trustee or Beneficiary may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property conveyed hereby without affecting the lien priority of this deed of trust on the remainder of the property, for the full amount of any indebtedness unpaid;

Seventeenth: This Deed of Trust is subject to the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of the Grantor the day and year aforesaid.

WITNESS:
David C. Bryan
David C. Bryan
David C. Bryan
David C. Bryan

John R. Whaley, III (SEAL)
Susan D. Whaley (SEAL)
Carlton L. Whaley (SEAL)
(SEAL)
(SEAL)
(SEAL)

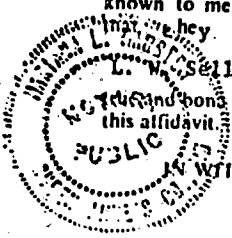
REC-15-177

LIBER 195 478

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that on this 20th day of April, 1983, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared John R. Whaley, III, and Susan D. Whaley, his wife,

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Sellers and made oath in due form of law that the consideration set forth in said deed of trust is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named Beneficiary to make this affidavit.



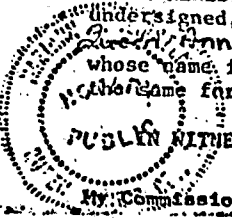
IN WITNESS WHEREOF I hereunto set my hand and Notarial Seal.

Thomas L. Thaxton
Notary Public

My Commission expires: July 1, 1986

STATE OF MARYLAND, COUNTY OF Queen Anne's, to wit:

I HEREBY CERTIFY, that on this 20th day of April, 1983, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Carlton L. Whaley, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires: 7/1/86
Thomas L. Thaxton
Notary Public

FOR PARTIAL RECORDED ONE UNDER MM 105 PAGE 124

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MM 105, folio 473, a Lead Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 28th day of October, 1984.

Marguerite W. Mankin
MARGUERITE W. MANKIN, Clerk of
Circuit Court for Queen Anne's County

1983 19 343

4 PAGE 140 AETNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT

BOND NO. _____

IN THE CIRCUIT COURT FOR _____ QUEEN ANNE'S _____ COUNTY, MARYLAND

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
PLAINTIFF
VS.

JOHN R. WHALEY, III, et al.
DEFENDANT

BOND

CIVIL NO. 8600801

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert E. Jarrell & Philip G. Yost, Trusteesas Principal, and the Aetna Casualty and Surety Company, Hartford, Connecticut, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE HUNDRED THOUSAND (\$500,000)

to be paid to the said State or its certain Attorney, to which payment well and our truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of January in the year of our Lord ONE THOUSAND NINE HUNDRED AND EIGHTY-SEVEN.

Whereas, the above bounden Robert E. Jarrell & Philip G. Yost, Trustees, _____ by virtue of the power contained in a mortgage from John R. Whaley, III & Susan D. Whaley, et al to Denton Production Credit Association BEARING DATE THE 20th day of April, 1983 and recorded among the mortgage records of Queen Anne's County in Liber No. M.W.M. No. 195 Folio 473 and _____ is about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Robert E. Jarrell & Philip G. Yost, Trustees do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Robert E. Jarrell & Philip G. Yost, Trustees Has hereto set their hand and Seal and the said Body Corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above, written.

Signed, sealed and dated in the presence of: Bonnie T. Vogt

Robert E. Jarrell
Philip G. Yost
THE AETNA CASUALTY AND SURETY COMPANY
Robert W. Franklin

RECEIVED
CLERK OF DISTRICT COURT

1987 JAN 27 PM 2:21
QUEEN ANNE'S COUNTY

Surety and amount
Approved

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 4, folio 140, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 4th day of February, 1987.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the Circuit Court for Queen Anne's County

ROBERT E. JARRLLL : IN THE CIRCUIT COURT
PHILIP G. YOST, TRUSTEES :
Plaintiffs :
VS : FOR QUEEN ANNE'S COUNTY
JOHN R. WHALEY, III, ET AL. :
Defendants : CIVIL NO. 8600801

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Jarrell, Trustee, and made oath in due form of law as follows:

(1) That the Affiant did on January 22, 1987, mail by certified mail, restricted delivery, return receipt requested, to John R. Whaley, III, at P. O. Box 320, Queenstown, Maryland 21658, a notice of the time, place and terms of sale. The signed receipt is attached hereto.

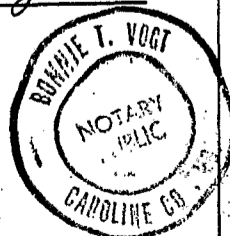
(2) That the Affiant did on January 22, 1987, mail by certified mail, restricted delivery, return receipt requested, to Susan D. Whaley, at P.O. Box 320, Queenstown, Maryland 21658, a notice of the time, place and terms of sale. The signed receipt is attached hereto.

(3) That the Affiant did on January 22, 1987, mail by certified mail, restricted delivery, return receipt requested, to Carlton L. Whaley, at 17 Willis Avenue, Easton, Maryland 21601, a notice of the time, place and terms of sale. The signed receipt is attached hereto.

(4) That the Affiant did on January 22, 1987, mail by certified mail, return receipt requested to The Queenstown Bank of Maryland, at Queenstown, Maryland 21658, a notice of the time, place and terms of sale. The signed receipt is attached hereto.

AS WITNESS my hand and Notarial Seal this 11th day of February, 1987.

Bonnie T. Vogt
Notary Public



My Commission Expires: 7/1/90

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

RECEIVED
CLERK OF THE CIRCUIT COURT

1987 FEB 13 AM 10:04

QUEEN ANNE'S COUNTY

PS Form 3811, July 1983 447-945

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery. - ADDRESSEE ONLY

3. Article Addressed to:
 John R. Whaley, III
 P.O. Box 320
 Queenstown, Md 21658

4. Type of Service:	Article Number
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail	P 450 078 526

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
John R. Whaley III

6. Signature - Agent

7. Date of Delivery
 2-5-87

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-945

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery. - ADDRESSEE ONLY

3. Article Addressed to:
 Susan D. Whaley
 P.O. Box 320
 Queenstown, Md 21658

4. Type of Service:	Article Number
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail	P 450 078 527

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
Susan D. Whaley

6. Signature - Agent

7. Date of Delivery
 1-28-87

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-945

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery. ADDRESSEE ONLY

3. Article Addressed to:
 Carlton L. Whaley
 17 Willis Avenue
 Easton, Md 21601

4. Type of Service:	Article Number
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail	P 450 078 528

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 Carlton L. Whaley

6. Signature - Agent
 [Signature]

7. Date of Delivery
 1/23/87

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

LIBER 19 346

ROBERT E. JARRELL : IN THE CIRCUIT COURT
PHILIP G. YOST, TRUSTEES
Plaintiff

vs. : FOR QUEEN ANNE'S COUNTY

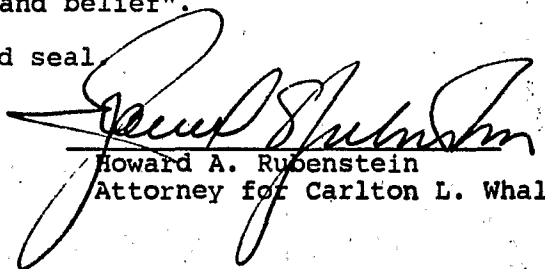
JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY : CIVIL NO. 8600801
Defendants

CONSENT TO CONSOLIDATED FORECLOSURE SALE

Carlton L. Whaley, Indemnity Mortgagee, by his attorney, Howard A. Rubenstein, consents to the sale of the subject property by Robert E. Jarrell and Philip G. Yost, Trustees, free and clear of the lien of an Indemnity Mortgage recorded at Liber M.W.M. No. 155, folio 594, a Land Record for Queen Anne's County, Maryland and joins in the Denton Production Credit Association proceedings, provided, however, that his lien shall attach to the sale proceeds according to his order of priority against all creditors.

Pursuant to Rule 1-304 (Form of Affidavit). "I solemnly affirm under the penalties of perjury that the contents of the foregoing papers are true to the best of my knowledge, information and belief".

WITNESS my hand and seal.


Howard A. Rubenstein
Attorney for Carlton L. Whaley

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21628-0130

TELEPHONE
478-2112
478-1000

RECEIVED
CLERK, CIRCUIT COURT
1987 FEB -4 PM 2:11
QUEEN ANNE'S COUNTY

ROBERT E. JARRELL : IN THE CIRCUIT COURT
PHILIP G. YOST, TRUSTEES
Plaintiffs

vs. : FOR QUEEN ANNE'S COUNTY

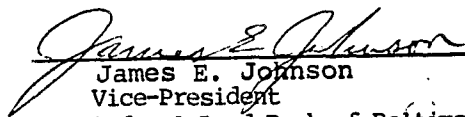
JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY
Defendants : CIVIL NO. 8600801

CONSENT TO CONSOLIDATED FORECLOSURE SALE

The Federal Land Bank of Baltimore consents to the sale of the subject property by Robert E. Jarrell and Philip G. Yost, Trustees, free and clear of the lien of a Mortgage recorded at Liber M.W.M. No. 155, folio 588, a Land Record for Queen Anne's County, Maryland and joins in the Denton Production Credit Association proceedings, provided, however, that its lien shall attach to the sale proceeds according to its order of priority against all creditors.

Pursuant to Rule 1-304 (Form of Affidavit). "I solemnly affirm under the penalties of perjury that the contents of the foregoing papers are true to the best of my knowledge, information and belief".

WITNESS my hand and seal.


James E. Johnson
Vice-President
Federal Land Bank of Baltimore

RECEIVED
CLERK OF CIRCUIT COURT
007 FEB -4 PM 2:11
QUEEN ANNE'S COUNTY
NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130
TELEPHONE
479-2112
479-1000

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
Plaintiffs

: IN THE CIRCUIT COURT

vs

: FOR QUEEN ANNE'S COUNTY

JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY
Defendants

: CIVIL NO. 8600801

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Robert E. Jarrell and Philip G. Yost, Trustees, in the above entitled cause, respectfully shows:

First: That John R. Whaley, III and Susan D. Whaley, his wife, and Carlton L. Whaley executed a Deed of Trust to Robert E. Jarrell and Philip G. Yost, Trustees for the benefit of Denton Production Credit Association, bearing date the 20th day of April, 1983 and recorded in Liber M.W.M. No. 195, folio 473, one of the Land Records for Queen Anne's County, Maryland, as will more fully appear by reference to a certified copy of said Deed of Trust filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said Deed of Trust and after having given bond as required by law, with surety approved by the Clerk of the Circuit Court for Queen Anne's County, for the faithful performance of their trust, and after having complied with all other prerequisites of law and said Deed of Trust, and after having given the required notice of the time, place, manner and terms of sale by advertisement inserted in The Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, as will appear by the printer's certificate of said advertisement filed herewith (your Trustees did also place shorter advertisements in the Star-Democrat and the Baltimore Sunday Sun), your Trustees did attend a public sale at the premises near the town of Carmichael, Maryland, on February 10, 1987 at 2:30 P.M., and then and there proceeded to sell the property mentioned in said Deed of Trust, and described as follows:

ALL that certain land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael and which is more particularly described as follows:

PARCEL NO. 1: BEGINNING at a cedar post standing by a branch and near the road leading from the main road to the mansion house formerly of Samuel W. Thomas and running from

RECEIVED
CLERK OF CIRCUIT COURT
1987 FEB 13 AM 10:04

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

thence south 1 degree 15 minutes 130 perches; thence south 84 degrees 30 minutes west, 89-1/2 perches; thence south 56 degrees 15 minutes west, 110 perches; thence north 24 degrees west 165 perches; thence north 84 degrees 15 minutes east 172 perches; thence north 48 degrees 15 minutes east, 37 perches; thence north 23 degrees east, 13-1/2 perches; thence north 7 degrees 15 minutes west, 65 perches, thence north 23 degrees 30 minutes east, 10-3/4 perches and from thence with a straight line to the place of beginning, containing 189-1/4 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a cedar post at the end of 99-1/2 perches on the dividing line between these lands and the lands formerly of William Carmichael (Parcel No. 1 above) and running from thence north 84 degrees 15 minutes east, 72 -1/2 perches; thence north 28 degrees 15 minutes east, 37 perches; thence north 23 degrees east, 13-1/2 perches; thence north 07 degrees 15 minutes west, 56 perches; thence north 23 degrees 30 minutes east, 07 perches to the road leading from the mansion formerly of Samuel Thomas; 06 perches to another cedar post, thence 38 degrees 45 minutes west, 92-1/3 perches to another cedar post; thence south 27 degrees west, 42 perches; thence south 25 degrees west, 20 perches to the beginning first above mentioned cedar post containing 44 acres and 07 perches of land, more or less.

SAVING AND EXCEPTING THEREFROM the following described parcels of land:

(1) That lot on the northeast side of the public road leading to Wye Island bridge from Carmichael, conveyed to Samuel K. Horney by deed dated August 7, 1893, from Thomas H. Dodd and recorded in Liber L. D. No. 2, folio 101 and more particularly described as follows: BEGINNING at a marked white oak and running north 7-1/2 degrees west, 17-3/10 perches to Judge Carmichael's lands, thence with his lands south 84-1/2 degrees west, 22-3/10 perches to a stake, thence south 7-1/2 degrees east 17-3/10 perches; then north 84-1/2 degrees east, 22-3/10 perches to the beginning, containing two acres, one rood and 25 perches of land.

(2) That lot along the old outlet road leading to the Samuel C. Thomas farm from Bowsertown which was conveyed by Clarence T. Bishop, et ux., to James Scott and Ida Scott, his wife, by deed dated April 11, 1927, and recorded in Liber B.H.T. No. 6, folio 453.

IT BEING PART OF THE SAME LAND described in a deed from Rachel M. Whaley, Personal Representative of the Estate of John R. Whaley, Jr., to Rachel M. Whaley, John R. Whaley, III and Carlton L. Whaley (the said Rachel M. Whaley Carter died October 19, 1982), dated April 17, 1973 and recorded in Liber C.W.C. No. 72, folio 760, one of the Land Records for Queen Anne's County, Maryland.

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

1987 19 FEB 350

Your Trustees then and there sold the said property to The Queenstown Bank of Maryland, it being the highest bidder therefor, at the sum of FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$570,000.00), and said purchaser has satisfactorily complied with the terms of sale.

Respectfully submitted,

Robert E. Jarrell

Robert E. Jarrell, Trustee

Philip G. Yost

Philip G. Yost, Trustee

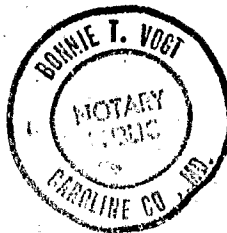
STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of February, 1987, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared ROBERT E. JARRELL and PHILIP G. YOST, TRUSTEES, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are correct and true as therein stated, to the best of their knowledge and belief and that the sale therein reported was fairly made.

Bonnie T. Vogt

Notary Public

My Commission Expires: July 1, 1990



NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21620-0130

TELEPHONE
478-2112
478-1000

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
Plaintiffs
vs

: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY

JOHN R. WHALEY, III, ET AL.
Defendants

: CIVIL No. 8600801

AFFIDAVIT OF PURCHASER

The undersigned, Queenstown Bank of Maryland, under the penalties of perjury, does hereby make oath in due form of law as follows:

That the said J. Thomas Rhodes, Agent for Queenstown Bank of Maryland was the highest bidder on the property sold in these proceedings and he further states that:

(1) That he was acting as agent for Queenstown Bank of Maryland.

(2) That no others are interested as principals.

(3) That neither he, nor any of their employees, agents, attorneys, or representatives, directly or indirectly discouraged anyone from bidding for the said property.

J. Thomas Rhodes
Vice President & Agent
Queenstown Bank of Maryland

RECEIVED
CLERK, CIRCUIT COURT
1987 FEB 13 AM 10:04
QUEEN ANNE'S COUNTY

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

1987 19 MAR 352

ROBERT E. JARRELL : IN THE CIRCUIT COURT
PHILIP G. YOST, TRUSTEES :
Plaintiffs :
vs : FOR CAROLINE COUNTY.
JOHN R. WHALEY, ET AL. :
Defendant : CIVIL NO. 8600801

MEMORANDUM OF SALE

I, Walton P. Taylor, 3rd, do hereby make oath in due form of law, that I, as auctioneer, did sell to Callington Bank, (he/she/they/it being the highest bidders) on the property mentioned in the Petition For Foreclosure on February 10, 1987 at 2:30 p.m. for a sale price of \$ 570,000.⁰⁰.

Walton P. Taylor III
Walton P. Taylor 3rd

FILED
CLERK OF COURT
1987 FEB 13 AM 10:04
QUEEN ANNE'S COUNTY

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130
TELEPHONE
478-2112
478-1000

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELLPHILIP G. YOST, Trustees

vs.

JOHN R. WHALEY, IIISUSAN D. WHALEYCARLTON L. WHALEYCivil No. 86-00801

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 17th day of February, 1987 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: February 13, 1987



INCREASE CERTIFICATE

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No. 98S100351653 BCA

Amount of Bond \$ 500,000

Principal Robert E. Jarrell
Philip G. Yost, Trustees

Hereby increased to \$ 570,000

Obligee State of Maryland

CIVIL NO. 8600801

As of the 10th day of February, 1987, the amount of the above described bond is increased from the sum of \$ 500,000. to the sum of \$ 570,000. , but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the sum first named, and the aggregate liability for any and all acts and defaults, whenever committed, shall in no event exceed the sum last named, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal, shall become a part of the said bond.

Signed, sealed and dated this 13th day of February, 1987.

THE AETNA CASUALTY AND SURETY COMPANY

By Richard W. Hinkle
Richard W. Hinkle Attorney-in-Fact

I hereby consent to the above increase.

Witness my hand and seal this 13th day of February, 1987.

Robert E. Jarrell
Robert E. Jarrell, Trustee Principal
Philip G. Yost
Philip G. Yost, Trustee

INSTRUCTIONS TO AGENTS - IMPORTANT

Do not deliver this certificate to the Obligee until it has been dated and signed by the Principal. One signed copy must be returned to the Surety.

Surety approved

RECEIVED
1987 FEB 17 AM 10:11
QUEEN ANNE'S COUNTY
4 PAGE 149

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 4, folio 149, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of March, 1987.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's County.

Centreville, Md. 2/4 19 87

We Hereby Certify

That the annexed advertisement of
Trustees' sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 10th day of Feb. 19 87

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 21st day of Jan.

19 87, and the last insertion on the

4th day of Feb. 19 87

Publishers, Record Observer

Per [Signature]
1987 MAR -6 AM 10:39
QUEEN ANNE'S COUNTY

Trustees' Sale

OF VALUABLE 233.26 +/- ACRE FARM ON WYE NECK (CARMICHAEL) ROAD QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the Power of Sale contained in a Deed of Trust from John R. Whaley, III and Susan D. Whaley, et al. dated April 20, 1983 and recorded in Liber M.W.M. No. 195, folio 473, one of the Land Records for Queen Anne's County, Maryland, default having occurred under the terms thereof, and at the request of the parties secured thereby, the undersigned Trustees will offer for sale at public auction at the premises:

Tues., Feb. 10, 1987
at 2:30 p.m.

ALL that certain land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael and which is more particularly described as follows:

PARCEL NO. 1: BEGINNING at a cedar post standing by a branch and near the road leading from the main road to the mansion house formerly of Samuel W. Thomes and running from thence south 1 degree 15 minutes 130 perches; thence south 84 degrees 30 minutes west; 89 1/2 perches; thence south 56 degrees 15 minutes west, 110 perches; thence north 24 degrees west 165 perches; thence north 84 degrees 15 minutes east 172 perches; thence north 48 degrees 15 minutes east, 37 perches; thence north 23 degrees east, 13 1/2 perches; thence north 7 degrees 15 minutes west, 65 perches, thence north 23 degrees 30 minutes east, 10 1/2 perches and from thence with a straight line to the place of beginning, containing 189 1/4 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a cedar post at the end of 99 1/2 perches of the dividing line between these lands and the lands formerly of William Carmichael (Parcel No. 1 above) and running from thence north 84 degrees 15 minutes east, 72 1/2 perches; thence north 23 degrees 15 minutes east, 37 perches; thence north 23 degrees east, 13 1/2 perches; thence north 07 degrees 15 minutes west, 56 perches; thence north 23 degrees 30 minutes east, 07 perches to the road leading from the mansion formerly of Samuel Thomas, 06 perches to another cedar post, thence 38 degrees 45 minutes west, 92 1/2 perches to another cedar post; thence south 27 degrees west, 42 perches; thence south 25 degrees west, 20 perches to the beginning first above mentioned cedar post containing 44 acres and 07 perches of land, more or less.

IT BEING PART OF THE SAME LAND described in a deed from Rachel M. Whaley, Personal Representative of the Estate of John R. Whaley, Jr., to Rehel M. Whaley, John R. Whaley, III and Cerlton L. Whaley, dated April 17, 1973 and recorded in Liber C.W.C. No. 72, folio 760, one of the Land Records for Queen Anne's County, Maryland.

DESCRIPTION OF PROPERTY: Property consists of approximately 215 tillable acres. The property is improved by a 3 story dwelling in good condition, a 32'x78' metal shed/barn, a 24'x80' block barn/shed, and a 54'x38' wooden barn/shed. The above represents a good faith representation of the acreage and improvements. However, the Trustees make no warranties as to same. Prospective purchasers are urged to make their own determination of same.

PROPERTY LOCATION: The farm is located about 2 miles south of U.S. Rt. 50 on Wye Neck (Carmichael) Road which intersects with Rt. 50 approx. 2 miles east from Queenstown.

TERMS OF SALE: At the time and place of sale, a deposit in the amount of Thirty Thousand Dollars (\$30,000) must be made in the form of a certified or cashier's check. The balance is to be paid at settlement by certified funds, which must occur within ten days following final ratification of the sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Trustees, their successors or assigns, for good cause shown, time being of the essence. Interest is to be paid on the unpaid purchase price at the rate of Ten percent (10%) per annum from the date of sale to the date of settlement. All taxes and assessments, if any, to be adjusted to the date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, legal fees, survey, and other expenses to be paid by the Purchaser.

Robert E. Jarrell
Phillip G. Yost
Trustees
3 North First Street
Denton, Maryland 21629
Telephone: 479-1000

1867 19 357

Centreville, Md. 3/11 19 87

We Hereby Certify

That the annexed advertisement of
Ratification of sale

was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 14 day of March 19 87

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
25 day of Feb.

19 87, and the last insertion on the
11 day of March

19 87.

Publishers, Record Observer

Per *Marguerite W. Mankin*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
ROBERT E. JARRELL
PHILIP G. YOST, Trustees
vs.
JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY
Civil No. 86-00801

NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 13th day of Febru-
ary, 1987 that the sale of the real property made
and reported in this action will be ratified after the
expiration of one month from the date hereof,
unless cause to the contrary be previously shown,
provided a copy of this Notice shall be published in
a newspaper published in Queen Anne's County at
least once a week in each of three successive
weeks before the expiration of one month from the
date hereof.

Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk
Filed: February 13, 1987
RB-2-25-31-045

CLERK OF COURT
1987 MAR 17 PM 2:54
QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, : IN THE CIRCUIT COURT
PHILIP G. YOST, TRUSTEES' :
vs. : FOR QUEEN ANNE'S COUNTY
JOHN R. WHALEY, III et al. : CIVIL NO. 86-00801

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 19th day of March, 1987, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543; of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

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QUEEN ANNE'S COUNTY

Clayton D. Barber
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

1987 APR 359

FEDERAL LAND BANK OF BALTIMORE,	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
JOHN R. WHALEY, III, et al.,	*	QUEEN ANNE'S COUNTY
Defendants	*	Civil Case No.:
	*	86-00801

* * * * *

MOTION TO REVISE, SET ASIDE
OR ALTER ORDER OF RATIFICATION

John R. Whaley, III, defendant, moves, pursuant to Rule 2-535 of the Maryland Rules, to revise, set aside or alter the order of ratification, entered on March 19, 1987 and, for reasons, states:

1. On February 10, 1987, pursuant to the decree in this case, the Federal Land Bank sold the agricultural real property which is the subject of this foreclosure action at public sale for \$570,000.00.
2. Queenstown Bank purchased the property at the foreclosure sale by, in part, bidding in its interest in the real property.
3. On March 19, 1987, this Court entered an Order ratifying the sale.
4. The auditor, John W. Sause, Jr., has not yet issued his final account with respect to the sale.
5. At the time of the sale, Queen Anne's County was in the process of changing its zoning ordinance and there was substantial uncertainty as to how the new zoning

SEMMER, DOWEN
& SEMMERS
830 W. Pratt Street
Baltimore, Md. 21201

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QUEEN ANNE'S COUNTY

ordinance which the County was working on would affect the marketability of property in Queen Anne's County.

6. At the time of the foreclosure sale, there was a moratorium in effect, imposed by Queen Anne's County, on any and all subdivision of agricultural real property located in Queen Anne's County.

7. Because of the moratorium and the impending passage of a new zoning ordinance, there was substantial uncertainty as to the marketability of property in Queen Anne's County, including the real property owned by John R. Whaley, III, at the time of the foreclosure sale.

8. On April 14, 1987, the moratorium on subdivision of agricultural real property was lifted.

9. The new zoning ordinance for Queen Anne's County has finally been passed, removing the uncertainty as to how the ordinance would affect particular parcels of real property in Queen Anne's County.

10. The substantial uncertainty concerning the marketability of the agricultural real property owned by John R. Whaley, III, caused by the moratorium in effect at the time of the sale and the impending passage of a new zoning ordinance, resulted in a sale which did not bring the highest price possible.

11. At least three possible purchasers of the property did not bid at the foreclosure sale because of the prevailing uncertainty created by the moratorium on

subdivision and the impending passage of a new zoning ordinance.

12. Because the sale was conducted at a time of substantial uncertainty regarding the marketability of the property, the order of ratification should be set aside and the Federal Land Bank should be directed to sell the property at another sale.

13. This Court should exercise its equitable powers and set aside the order ratifying the foreclosure sale, so as to avoid the possibility that windfall profits will be realized by the purchaser, and to ensure that the property is sold for its highest value, thereby resulting in a greater return to the creditors of John R. Whaley, III.

14. The Affidavit of John R. Whaley, III is submitted in support of this motion. The Affidavit of Sidney Ashley, a real estate agent, also supporting the allegations of this motion, will be filed with the Court within the next several days.

WHEREFORE, John R. Whaley, III moves that this Court set aside and vacate the order of ratification entered on March 19, 1987, and direct that the real property which is the subject of this action be sold at another sale.

David S. Musgrave

 David S. Musgrave

Richard M. Kremens

 Richard M. Kremens

ARMOUR BROWN
 & SHIMMEN
 350 W. Pratt Street
 Baltimore, Md. 21201

Semmes, Bowen & Semmes
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201
(301) 539-5040

Attorneys for John R.
Whaley, III

CERTIFICATE OF SERVICE

I certify that on this 20th day of April, 1987,
a copy of the foregoing motion, supporting affidavit, memo-
randum and proposed form of order was mailed by first-class
mail, postage prepaid, to Robert E. Jarrell, 3 North First
Street, P.O. Box 130, Denton, Maryland 21629, attorney for
Federal Land Bank of Baltimore; and to Michael Foster,
Esquire, Morgan Building, P.O. Box 367, Stevensville,
Maryland 21666, attorney for Queenstown Bank.

David S. Musgrave

David S. Musgrave

*Motion denied this 28th day
of April, 1987.*

George B. Rasch, Jr.
Judge

SEMME, BOWEN
& SEMME
250 W. Pratt Street
Baltimore, MD. 21201

19 APR 30 1987

FEDERAL LAND BANK
OF BALTIMORE,

Plaintiff

v.

JOHN R. WHALEY, III, et al.,

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Civil Case No.:
* 86-00801
*

* * * * *

MEMORANDUM IN SUPPORT OF MOTION TO
REVISE, SET ASIDE OR ALTER ORDER OF RATIFICATION

John R. Whaley, III submits this memorandum in support of his motion to revise, set aside or alter the order of ratification in this case.

The applicable rule, Rule 2-535(a), provides as follows:

On motion of any party filed within 30 days after entry of judgment, the court may exercise revisory power and control over the judgment and, if the action was tried before the court, may take any action that it could have taken under Rule 2-534.

When a motion is made to set aside a judgment within 30 days after its entry, the trial court possesses an extremely broad power of revision and must exercise its discretion liberally lest technicality triumph over justice. See Hamilton v. Hamilton, 242 Md. 240, 218 A.2d 684, cert. denied, 385 U.S. 924, 87 S.Ct. 239, 17 L.Ed.2d 147 (1966).

An order ratifying a sale is a judgment within the meaning of Rule 2-535. See Hughes v. Beltway Homes, Inc., 276 Md. 382, 347 A.2d 837, 839 (1975). The rule is

MEMMEL DOWEN
& MEMMEL
880 W. Pratt Street
Baltimore, Md. 21201

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QUEEN ANNE'S COUNTY

applicable to a motion to set aside an order of ratification.

The irregularity in the sale conducted on February 10, 1987, resulting from the moratorium on subdivision in effect at the time of the sale and the impending passage of a new zoning ordinance, justifies a resale of the property. A resale of the property would very likely, based on expert opinion, generate higher sale proceeds, resulting in a larger payment to John R. Whaley, III's creditors in his bankruptcy proceeding.

For the foregoing reasons, therefore, the motion to revise, set aside or alter the order of ratification must be granted.

David S. Musgrave
David S. Musgrave

Richard M. Kremer
Richard M. Kremer

Semmes, Bowen & Semmes
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201
(301) 539-5040

Attorneys for John R.
Whaley, III

SEMME, BOWEN
& SEMMES
250 W. Pratt Street
Baltimore, MD. 21201

1987 19 APR 365

FEDERAL LAND BANK
OF BALTIMORE,

Plaintiff

v.

JOHN R. WHALEY, III, et al.,

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Civil Case No.:
* 86-00801
*

* * * * *

AFFIDAVIT OF JOHN R. WHALEY, III

STATE OF MARYLAND)
COUNTY) SS:
CITY OF BALTIMORE)

I certify that on this 16th day of April, 1987, before me, a notary public of the State and City aforesaid, personally appeared John R. Whaley, III, who made oath in due form of law as follows:

1. I have personal knowledge of the matters and facts recited in this Affidavit and am competent to testify with respect to them.

2. I am a joint owner with my brother, Carlton Whaley, of the agricultural real property which is the subject of this action.

3. On February 10, 1987, the real property was sold at foreclosure sale.

4. At the time of the sale, a moratorium on subdivision of real property in Queen Anne's County was in effect.

5. I have been advised by several real estate agents that, if my property is subdivided, it would become much more valuable.

ARMEN, DOWN
& ARMEN
830 W. Pratt Street
Baltimore, Md. 21201

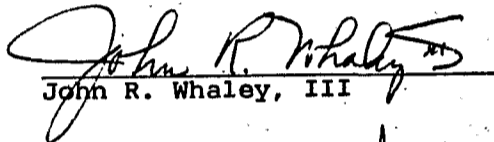
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QUEEN ANNE'S COUNTY

1987 19-20366

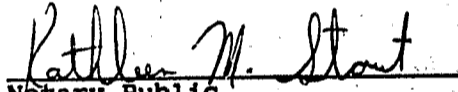
6. I have been advised by at least one real estate agent that, if the property is subdivided, it can be sold for approximately \$900,000.00.

7. The property sold for \$570,000.00 at the foreclosure sale.

8. I have been advised by at least one real estate agent that at least three possible purchasers did not bid at the foreclosure sale because of the uncertainty concerning the marketability of the property created by the moratorium on subdivision of real property in Queen Anne's County and by the impending passage of a new zoning ordinance.


John R. Whaley, III

As witness my hand and notarial seal this 18th day of April, 1987.


Kathleen M. Stout
Notary Public

My Commission Expires: 7/1/90

HEMMEN, BOWEN
& HEMMEN
800 W. Front Street
Salisbury, Md. 21801

19 367

FEDERAL LAND BANK
OF BALTIMORE,

Plaintiff

v.

JOHN R. WHALEY, III, et al.,

Defendants

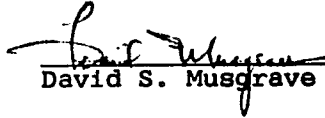
* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Civil Case No.:
* 86-00801
*

* * * * *

REQUEST FOR HEARING

Dear Mr. Clerk:

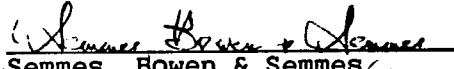
Please schedule a hearing on the Motion to Revise, Set
Aside or Alter Order of Ratification.



David S. Musgrave



Richard M. Kremen



Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201
(301) 539-5040

Attorneys for John R.
Whaley, III

SEMME, BOWEN & SEMMES
250 W Pratt Street
Baltimore, MD 21201

1987 APR 20 PM 12:38
QUEEN ANNE'S COUNTY

ROBERT E. JARRELL	:	IN THE
PHILIP G. YOST, TRUSTEES	:	CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
JOHN R. WHALEY, III,	:	MARYLAND
SUSAN D. WHALEY and	:	Civil No. 86-00801
CARLTON L. WHALEY	:	
Defendants	:	

ANSWER TO MOTION OF JOHN R. WHALEY, III, TO REVISE
SET ASIDE OR ALTER ORDER OF RATIFICATION

The Queenstown Bank of Maryland, by Michael R. Foster and Foster & Braden, its attorneys, Robert E. Jarrell and Philip G. Yost, Trustees, Denton Production Credit Association and the Federal Land Bank of Baltimore, by Robert E. Jarrell and Nier, Jarrell, Hubbard and Everngam, their attorneys, in answer to the Motion of John R. Whaley, III, respectfully state:

1. The parties hereto admit the allegations of paragraphs 1, 2, 3 and 4.
2. The parties hereto admit that a subdivision moratorium was in effect in Queen Anne's County at the time of the foreclosure sale, various moratoriums having been adopted by the County during the final drafting process of the Queen Anne's County Comprehensive Zoning Ordinance. The first such moratorium on subdivision approval was adopted on July 15,

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QUEEN ANNE'S COUNTY

1986 and was due to expire on April 14, 1987, that being the expected date of adoption of the new ordinance. A new ordinance was adopted by Queen Anne's County on April 10, 1987.

3. These factors did not reduce the amount paid for the property at the foreclosure sale since the price received was greater than the average sales price for farmland in Queen Anne's County over the past twenty-four months.

4. The adoption of the new zoning ordinance by Queen Anne's County on April 10, 1987, would not result in a greater sales price since the maximum number of lots permitted in an agricultural district has been reduced from 1 dwelling for 1 acre to 1 dwelling for 8 acres under the new ordinance.

5. By way of further answering the Motion, the parties hereto further state that reference to any valuation based on development potential is totally speculative and without merit or foundation. The property was utilized as a farm and sold at a price in excess of comparable sales.

6. Also by way of further answering, John R. Whaley, III, contacted the Queenstown Bank of Maryland approximately one week prior to foreclosure to inform them that he had secured a contract for the purchase of the farm which he desired to accept. The contract price for the farm was \$525,000.00. The Queenstown Bank of Maryland refused to.

accept the contract feeling that a higher price would be produced at the sale.

7. The parties hereto further state that the advertising procedures employed by the Trustee was in excess of those required by the Maryland Rules, said advertisements having been placed in the Record Observer, Star Democrat and Baltimore Sun. The sale was attended by approximately 100 persons.

8. A report of sale was filed in this matter on February 13, 1987, and Notice of Ratification was published for three consecutive weeks in accordance with the Maryland Rules of Procedure. On March 19, 1987, the sale was ratified by the Circuit Court for Queen Anne's County. John R. Whaley, III, failed to file any objections until after the prescribed statutory period.

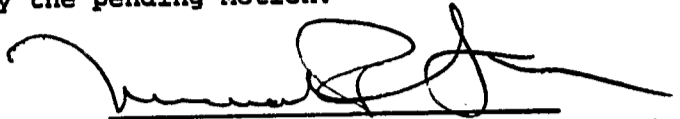
9. The undersigned do hereby declare and affirm that the matters set forth are true and correct to the best of their knowledge, information and belief.

WHEREFORE, the parties hereto respectfully request:

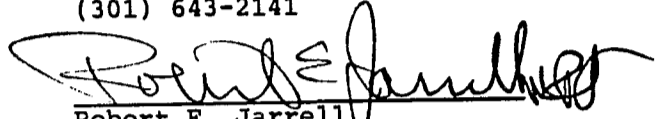
1. That this Court dismiss the Motion of John R. Whaley, III; and

2. That this Court award attorneys' fees and damages to the Queenstown Bank of Maryland and/or Denton Production Credit and the Federal Land Bank equal to the

additional interest incurred as a result of the delay in settlement necessitated by the pending Motion.



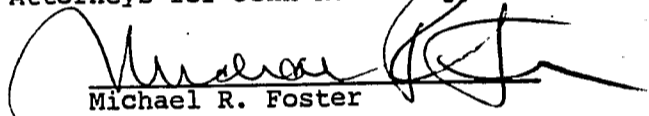
Michael R. Foster
Foster & Braden
P.O. Box 367
Stevensville, MD 21666
(301) 643-2141



Robert E. Jarrell
Nier, Jarrell, Hubbard &
Everngam
Denton, Maryland 21629
(301) 479-1000

CERTIFICATE OF SERVICE

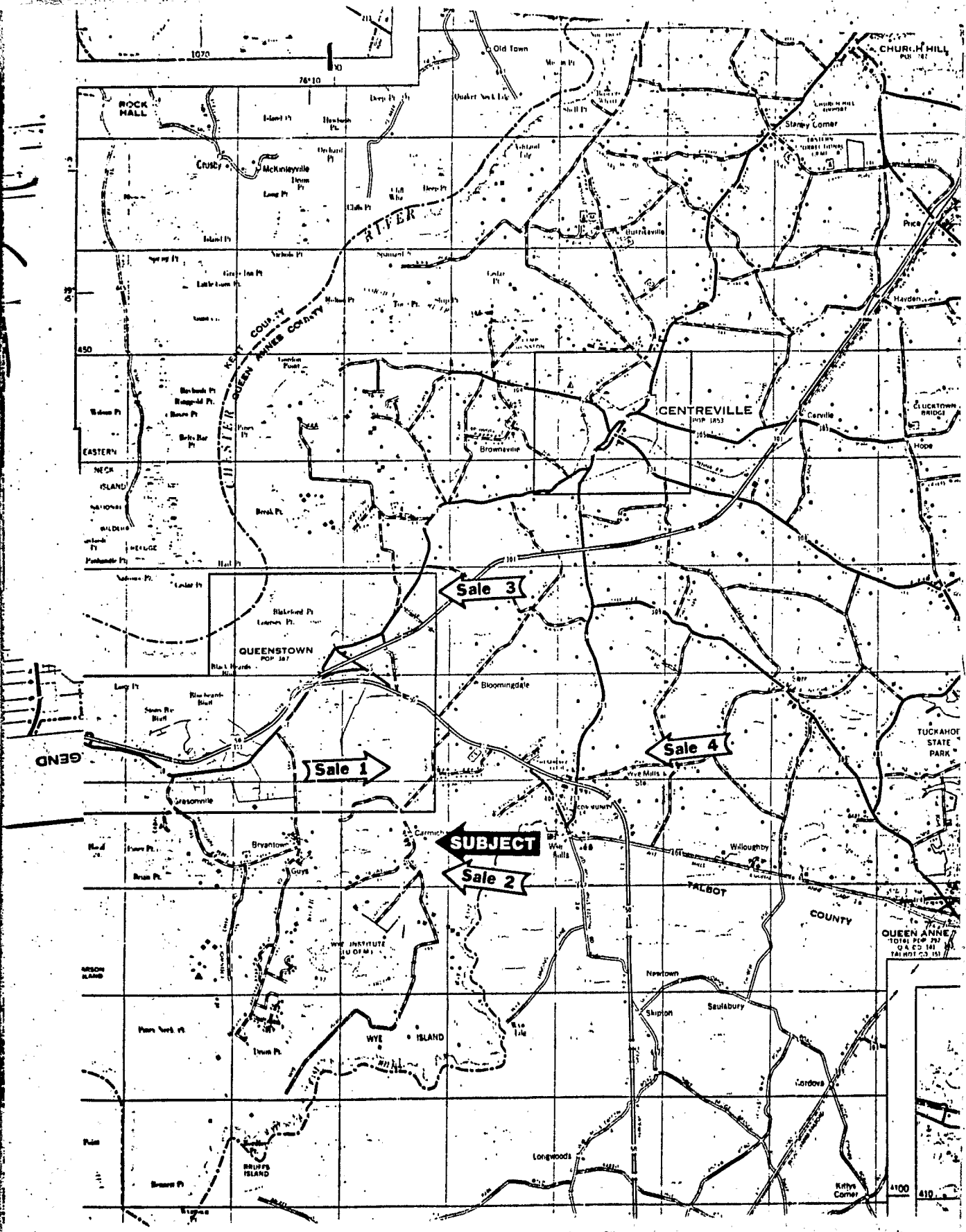
I HEREBY CERTIFY, that on this 23rd day of April, 1987, a copy of the foregoing Answer to Motion of John R. Whaley, III, to Revise, Set Aside or Alter Order of Ratification was mailed, postage prepaid, to David S. Musgrave, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201, Attorneys for John R. Whaley, III.


Michael R. Foster

SALE #4 Grantor: Vestry of Christ Church
 Grantee: F. Reed Leaverton
 Date: 1-21-87
 Location: 3rd District Map 60-Grid 18-Parcel 25
 Consideration: \$650,000
 Deed Reference: MWM 270/519
 Tract Size: 367.8 Acs
 Acreage Breakdown: 299.2 Tillable

68.6 Wooded @\$500 = \$34,300
 Improvements 15,000
\$49,300

\$650,000 Consideration
 - 49,300 Wooded and Impr.
 \$600,700 ÷ 299.2 Acs. Till = \$2,009 per Till Ac.



1987 19-375

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

IN RE: *
JOHN R. WHALEY, III *
and *
SUSAN D. WHALEY * Case No. 86-B-0617

Debtor *

THE FEDERAL LAND BANK OF *
BALTIMORE *
and *
DENTON PRODUCTION CREDIT *
ASSOCIATION *

Movants *

v. *
JOHN R. WHALEY, III * Motion No. M86-0566B
SUSAN D. WHALEY *
CARLTON L. WHALEY AND *
RACHEL M. WHALEY CARTER *

Respondents *

STIPULATION

The Federal Land Bank of Baltimore and the Denton Production Credit Association, the movants, by Michael J. Schwarz and Schwarz and Greenblatt, their attorneys, and John R. Whaley, III and Susan D. Whaley, the debtors, by David Musgrave and Semmes, Bowen & Semmes, their attorneys, and Carlton L. Whaley, a defendant, by Howard Rubenstein and Goldstein, Rubenstein & Sher, his attorneys, stipulate, subject to the approval of the court, the entry of the order submitted herewith.

CIRCUIT COURT FOR THE DISTRICT OF MARYLAND
EXHIBIT NO. 17
CASE NO. 86-0617
FOR IDENTIFICATION
FILED IN EVIDENCE
8/28/87

PRELIMINARY STATEMENT

The debtors filed this proceeding under Chapter 11 of Title 11 of the United States Code on March 20, 1986. Prior thereto, the debtors executed a note dated October 3, 1979 to the movant, the Federal Land Bank of Baltimore in the amount of \$150,000.00 and executed a note dated April 20, 1983 to the movant the Denton Production Credit Association in the amount of \$132,640.19. The notes are secured by mortgages on agricultural land and by security interests in livestock and agricultural machinery and equipment.

The claim of the Federal Land Bank of Baltimore is also secured by its possession of 1250 shares of stock, standing in the name of the debtors, in the Federal Land Bank Association, of a value of \$7,500.00 and the claim of the Denton Production Credit Association is also secured by 1327 shares of stock, standing in the names of the debtors in the Denton Production Credit Association, of a value of \$6,635.00.

The movants have requested the court to modify or rescind the stay of §362 of the Bankruptcy Code, motion number M86-0566B, which motion is currently pending before the court. The movants require that the debtors protect their interest in the real and personal property securing the payment of their claims, which property is further described in the mortgages and security agreement attached to the motion.

Additionally, the debtors interest in the real property is limited to a one-half undivided interest, the remaining one-half undivided interest being held by Carlton L. Whaley, one of the defendants. The movants have joined Carlton L. Whaley in the proceeding to bind him, and the interest that he holds in the real estate, to the motion, and the legal effect of any order entered thereon.

The parties, on Wednesday, July 9, 1986, at the hearing on the lift stay motion, reached an agreement as to the disposition of the motion, so advised the court, and recited their agreement at that time into the record of this proceeding.

AGREEMENT

Now, therefore, the parties hereto, by their attorneys, agree and stipulate and follows:

1. The stay of §362 of the Bankruptcy Code shall be terminated and rescinded as to the Federal Land Bank of Baltimore and as to the Denton Production Credit Association, as to that agricultural real property comprising their collateral, which property is more fully described in the motion for relief from stay and the mortgages attached thereto, and also as to that personal property of the debtors comprising their collateral, which property is more fully described in the motion for relief from stay and the security agreement attached thereto.

2. The Federal Land Bank of Baltimore and the Denton Production Credit Association will, nevertheless, forbear, for a period of seventy-five days next following July 9, 1986, from taking possession of the property, from prosecuting any mortgage or security agreement foreclosure proceeding, or from taking any other act or from doing any other thing to foreclose the equity of redemption of the defendants in the real or personal property, provided that, and so long as, the defendants shall, fully, completely and promptly, comply with each and every provision of paragraph 3 below.

3. During the seventy-five day period next following Wednesday, July 9, 1986, the defendants may arrange for a contract to sell the real property comprising the collateral of the movants. The securing of any such sale shall be, however, in accordance with the following provisions.

a. During the initial sixty-day period the defendants, John R. Whaley, III and Susan D. Whaley, may secure a contract to sell such property, at a contract price of no less than \$525,000.00. In the event that such a contract is secured, it shall be the obligation of the defendant, Carlton L. Whaley, to join in and execute any such contract.

b. During the sixty-first to the seventy-fifth day next following Wednesday, July 9, 1986, the defendant Carlton L. Whaley may secure a contract to sell such property. Any such contract shall, likewise, be at a contract price of not less than \$525,000.00. In such event, it shall be the obligation of the defendants, John R. Whaley, III and Susan D.

Whaley to join in and execute any such contract.

c. Any contract secured by the defendants, or any of them, during such seventy-five day period shall be subject to the approval of the movants, and shall contain no contingencies other than a title contingency. Any such contract shall provide the contract buyer with a settlement period of no more than sixty days.

4. In the event that a contract is secured, as set forth in paragraph 3 above, then the seventy-five day period of forbearance, as set forth in paragraph 2, above, shall be extended for that additional period necessary to settle the contract, but in no event more than sixty days from the date of the contract. In no event shall the movants period of forbearance be any greater than a total of one hundred and thirty-five days from July 9, 1986, beyond which the movants may foreclose their mortgages or security agreement, and take any and all steps as against the debtors or their property as may be necessary to realize on their collateral and satisfy their claims.

5. This stipulation shall be binding upon any trustee that may be appointed in this case, whether a Chapter 11 or a Chapter 7 liquidating trustee, to the end and purpose that no further order of the Bankruptcy Court shall be necessary to enable the movants to realize on their security.

6. This stipulation shall be executed in duplicate, and counterpart copies shall be filed in the Bankruptcy case (case no. 86-B-0617) and in the adversary case (motion no. M86-0566B).

7. Upon the execution of this Stipulation by all parties, Carlton Whaley shall dismiss with prejudice his Motion to Lift Stay, Motion No. M86-0621B, by filing a Line with the Bankruptcy Court requesting the dismissal.

8. The parties consent to the entry of the Order submitted herewith.

Dated this 10th day of July, 1986.

Michael J. Schwarz
Michael J. Schwarz
Attorney for the Federal
Land Bank of Baltimore and
the Denton Production Credit
Association

Schwarz and Greenblatt
1300 Equitable Bank Center
100 South Charles Street
Baltimore, Maryland 21201
(301) 539-1812

David S. Musgrave
David S. Musgrave
Attorney for the Debtors

Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202
(301) 539-5040

Howard Rubenstein
Howard Rubenstein
Attorney for Carlton Whaley

Goldstein, Rubenstein & Sher
1709 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 727-5400

1 LIBR 19 APR 3 1987 1



Office of the
Clerk of the Circuit Court

FOR KENT COUNTY
CHESTERTOWN, MARYLAND 21620

EARL H. PINDER
CLERK

GRACE S. NELSON
CHIEF DEPUTY CLERK

JUDGE: George B. Rasin, Jr. DATE: April 28, 1987

COURT CRIER: Mark Pudinski BAILIFF: Edwin Kuechler

Florence L. Sutton, COURT REPORTER

CASE NO.: Queen Anne's County Case No. 86-00801

CASE TITLE: FEDERAL LAND BANK, ET AL vs. JOHN R. WHALEY, III

PLAINTIFF'S ATTORNEY: Robert E. Jarrell, Esquire; Michael R. Foster, Esquire

DEFENDANT'S ATTORNEY: Donald S. Musgrave, Esquire

COURT MINUTES

Hearing on Defendant's Motion to rescind Order of Ratification of Sale held in the Circuit Court for Kent County, sitting for the Circuit Court of Queen Anne's County. Judge George B. Rasin, Jr. presiding; Florence L. Sutton, Court Reporter.

WITNESSES:

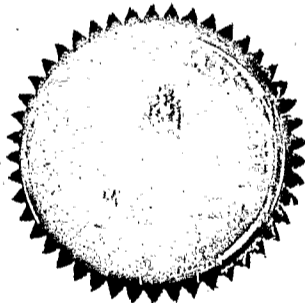
John R. Whaley, III
Charles Anthony, Jr.
Sidney Ashley
Maureen Waterman

Deft's. Exh. #1 (Stipulation) admitted.
" " #2 (Appraisal- Anthony) admitted.
" " #3 (topo map- Whaley) admitted.
Stipulated as to Mr. Anthony's expertise in the field of real estate appraisal.
Testimony of witnesses Ashley and Waterman proffered and accepted.

FINDING OF THE COURT: MOTION DENIED.

Motion for damages as to Queenstown Bank, \$1095.12, 7 days interest, and Federal Land Bank. MOTION DENIED.

Agreed by Mr. Whaley, property will be vacated on or before May 5, 1987.



Earl H. Pinder, Clerk.

1987 APR 30 10 18
QUEEN ANNE'S COUNTY

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
Plaintiff

: IN THE CIRCUIT COURT

vs.

: FOR QUEEN ANNE'S COUNTY

JOHN R. WHALEY, III
SUSAN D. WHALEY
CARLTON L. WHALEY
Defendants

: CIVIL NO. 86-00801

STATEMENT OF AMENDED DEED OF TRUST DEBT

Statement of Amended Deed of Trust debt submitted by Robert E. Jarrell and Philip G. Yost, Trustees, on account of a delinquent Deed of Trust from John R. Whaley, III and Susan D. Whaley, his wife, and Carlton L. Whaley to Denton Production Credit Association, dated April 20, 1983 and recorded in Liber M.W.M. No. 195, folio 473, one of the Land Records for Queen Anne's County, Maryland:

Principal amount of loan.....	\$135,000.00
Less: principal reduction.....	<u>36,313.04</u>
Outstanding principal due.....	\$ 98,686.96
Accrued interest to 10/28/86.....	\$ <u>11,369.69</u>
TOTAL PRINCIPAL & INTEREST DUE AS OF 10/28/86....	\$110,056.65

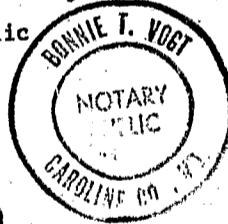
STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of May, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Jarrell one of the Trustees, and duly made oath in due form of law that the matters and facts contained in the foregoing Statement of Amended Deed of Trust Debt are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Bonnie T. Vogt

Notary Public



My Commission Expires:
July 1, 1990

1987 MAY 20 AM 10:39
QUEEN ANNE'S COUNTY

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21029-0130
TELEPHONE
479-2112
479-1000

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES
Plaintiff

: IN THE CIRCUIT COURT

vs.

: FOR QUEEN ANNE'S COUNTY

JOHN R. WHALEY, III
SUSAN WHALEY
CARLTON L. WHALEY
Defendants

:

: CIVIL ACTION NO. 86-00801

CLAIM FOR SALE PROCEEDS

Federal Land Bank of Baltimore, by James C. Hubbard, its attorney,
files this Claim For Sale Proceeds and states:

1. The Defendants, John R. Whaley, III and Susan Whaley executed a promissory note, dated October 3, 1979 to the Claimant in the original sum of \$150,000.00 and such note was secured by a mortgage from the Defendants and others to the Claimant, a copy of said Note is attached hereto as Exhibit "A" and a copy of said Mortgage is attached hereto as Exhibit "B". On or about March 16, 1983, the loan was re-amortized as evidenced by the attached Exhibit "C".

2. There is due and owing by the Defendants on the above note in accordance with the Statement of Account attached hereto as Exhibit "D", the sum of \$253,408.98 as of April 10, 1987.

3. The aforesaid Mortgage to Claimant is a first mortgage lien on the property herein sold at foreclosure and, therefore, is entitled to a first priority in the sale proceeds.

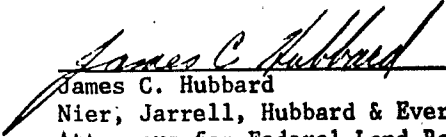
1987 JUN -1 10:40
QUEEN ANNE'S COUNTY

NIER, JARRELL
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

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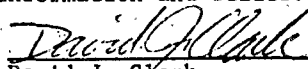
WHEREFORE, your Claimant prays it be paid the balance owed it out of the sale proceeds.


James C. Hubbard
Nier, Jarrell, Hubbard & Everngam
Attorneys for Federal Land Bank
of Baltimore
3 North First Street
P. O. Box 130
Denton, Maryland 21629
310-479-2112

AFFIDAVIT OF DAVID J. CLARK

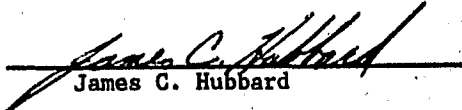
I solemnly affirm under the penalties of perjury that the above are true to the best of my knowledge, information and belief.

Date: 5-28-87


David J. Clark
Federal Land Bank of Baltimore

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 28th day of May, 1987, I mailed a copy of the foregoing Claim For Sale Proceeds to Michael R. Foster, Esquire, Foster & Braden, P. O. Box 367, Stevensville, Maryland 21666, John W. Sause, Jr., Auditor, 204 North Commerce Street, P. O. Drawer 70, Centreville, Maryland 21617, and David S. Musgrave, Esquire, 11th Floor, 10 Light Street, Baltimore, Maryland, 21202.


James C. Hubbard

NIER, JARRELL,
HUBBARD
& EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

VA.—W. VA.—MD.
(Level Plan)
(Annual Installments)

19 385
EXHIBIT "A"

Loan No 02198703-1
Amoi 150,000.00

NOTE

October 3, 1979
(Date)

FOR VALUE RECEIVED, the undersigned herein called "Makers" (whether one or more) hereby jointly and severally promise to pay to the order of THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Bank", at its office in Baltimore, Maryland the principal sum of ONE HUNDRED FIFTY THOUSAND -----
----- end no/100 DOLLARS (\$ 150,000.00), lawful money of the United States, with interest from the date hereof at the rate of nine and one-half percent (9½ %) per annum; provided, however, that the Bank may increase said interest rate from time to time by giving to the Makers thirty (30) days prior written notice, by ordinary mail, to the last known address of said Makers; both principal and interest being payable in successive annual installments as follows:

An initial installment in the amount of Fifteen Thousand Eight Hundred Ninety-Four DOLLARS (\$ 15,894.00), on or before the FIRST day of November, 1981, and a similar sum on or before the FIRST day of November of each year thereafter until twenty-five (25)

years from the date hereof at which time the unpaid balance shall be due and payable; and, provided further, that until payment of both principal and interest is commenced pursuant to the above established annual repayment plan, interest only shall be paid on the corresponding calendar due date or dates which arise after thirty days from the date hereof.

IT IS AGREED that without prejudice to the interest rate herein prescribed, the Bank may, at its option, reduce the same from time to time. All payments on account of the indebtedness evidenced hereby shall be applied first to interest and second to the reduction of the interest bearing principal and that in the event the said interest rate is increased or decreased as herein provided, each subsequent installment payment shall be increased or decreased by an amount equal to the resulting increase or decrease in interest; and that the Makers may, at any time, make advance payments of principal in any amount; PROVIDED, HOWEVER, the making of such advance principal payments shall not affect the maturities or amounts of installments thereafter to become due as hereinbefore specified except as such advance principal payments shall operate to discharge the loan at an earlier date by reducing the number of future installments in proportion to the number of installments thus paid in advance, and it is further agreed that installments of principal and interest not paid when due shall bear interest at the rate of four per centum (4%) per annum above the billing rate then in effect, until paid.

In the event of default in the payment of the said indebtedness or any part thereof, as the same shall become due or in the event of default in the performance of any of the terms, covenants or conditions of the instrument securing the same, the entire balance of the said indebtedness shall, at the option of the holder hereof, become immediately due and payable without notice. In the event of such default the Makers and endorsers, sureties and guarantors further agree to pay the costs of collection including a reasonable attorney's fee if authorized by law.

All parties hereto including guarantors, sureties, endorsers, co-makers, consent and agree without further notice to any of them, and without effecting the liability of any of them, that: (1) performance of any obligation by any party may be waived, extended, or accelerated by the Bank (2) any credit arrangement may be renewed, extended or reamortized in whole or in part (3) any collateral may be exchanged, surrendered, released or otherwise dealt with as the Bank may determine (4) any party may be released totally or partially of liability (5) any defenses that may be available if Bank fails to perfect a security interest in property in accordance with applicable laws are waived.

All parties hereby jointly and severally waive demand, presentation, protest and notice of protest herein and waive the benefit of all exemption laws now existing or hereafter enacted and further waive any and all defenses, right of set-off, or right of subrogation which they or any of them may or might have against the Bank, its successors or assigns, and hereby waive any defense which they or any of them may or might have in connection with the exchange, sale, surrender or other handling or disposition of any collateral.

This note is secured by a duly recorded First Mortgage conveying certain real estate located in the County of Queen Anne's, State of Maryland

IN WITNESS WHEREOF the Makers have hereunto set their hands and seals the day and year first above written.

WITNESSES:

David C. Bryan
David C. Bryan
David C. Bryan
David C. Bryan

John R. Whaley, III (SEAL)
John R. Whaley, III
Susan D. Whaley (SEAL)
Susan D. Whaley

_____ (SEAL)

EXHIBIT "B"
MORTGAGE

THIS MORTGAGE, made this 3rd day of October, 1979, between JOHN R. WHALEY, III, and SUSAN D. WHALEY, his wife, RACHEL M. WHALEY CARTER and CARLTON L. WHALEY,

CLERK OF THE COURT
1979 OCT -3 AM 10:36
QUEEN ANNE'S COUNTY

OCT -3-79 * 24043 *****23 00
OCT -3-79 A #24043 *****23 00

of the County of Queen Anne's and Talbot, State of Maryland, hereinafter called "Mortgagor", and THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED FIFTY THOUSAND and 00/100 ----- DOLLARS (\$150,000.00) this day lent the Mortgagee by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his promissory note bearing even date herewith, in the amount of ONE HUNDRED FIFTY THOUSAND and 00/100-----

DOLLARS (\$150,000.00) with interest at nine and one-half percent (9.5%) per annum; provided, however, that the Bank may increase said interest rate from time to time by giving to the Mortgagor thirty (30) days prior written notice, by ordinary mail, to the last known address of said Mortgagor; said principal and interest being payable on a repayment plan, the final installment of which becomes due and payable twenty-five years after the date hereof, and provided that defaulted payments shall bear interest at the rate of four percent (4%) per annum above the billing rate then in effect, until paid, and to better secure the payment of said principal and interest and any extension or renewal thereof, and the payment of all other sums and performance of all terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the note secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and conveys unto said Mortgagee, its successors and assigns, in fee simple, all that certain land situate, lying and being in

Fifth Election District, Queen Anne's County, Maryland, and more particularly described as follows:

ALL those lots, parcels or tracts of land known as "Tristram", "Brooklyn", "Thomas H. Dodd Farm", "James F. Dodd Farm", or "Whaley Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael and which is more particularly described as follows, to wit:

PARCEL NO. ONE: BEGINNING at a cedar post standing by a branch and near the road leading from the main road to the mansion house formerly of Samuel W. Thomas and running from thence South one degree fifteen minutes West, one hundred thirty perches; thence South eighty-four degrees thirty minutes West, eighty-nine and one-half perches; thence South fifty-six degrees fifteen minutes West, one hundred ten perches; thence North twenty-four degrees West one hundred sixty-five perches; thence North eighty-four degrees fifteen minutes East, one hundred seventy-two perches; thence North forty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches; thence North twenty-three degrees thirty minutes East, ten and three-tenths perches and from thence with a straight line to the place of beginning, containing one hundred eight-nine and one-fourth of an acre, more or less.

PARCEL NO. TWO: BEGINNING at a cedar post at the end of ninety-nine and one-half perches on the dividing line between these lands and the lands formerly of William Carmichael (Parcel No. One above) and running from thence North eighty-four degrees fifteen minutes East, seventy-two and one-half perches; thence North twenty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches; thence North twenty-three degrees thirty-minutes East, seven perches to the road leading from the mansion formerly of Samuel Thomas; thence with the road reversed North thirty-five degrees thirty minutes West, twenty-six perches to another cedar post, thence South thirty-eight degrees forty-five minutes West, ninety-two and one-third perches to another cedar post; thence South twenty-seven degrees West, forty-two perches; thence South twenty-five degrees West, twenty perches to the beginning first above mentioned cedar post containing forty-four acres and seven perches of land, more or less.

PARCEL NO. THREE: BEGINNING for the same at a corner of a fence on the main road running through "Wye Neck" (now called Carmichael Road) and running thence North forty-six degrees East, sixty-one perches; thence North seventy-nine degrees West, thirty-five perches; thence South eighty-five degrees West, twenty-six perches; thence South seventy degrees thirty minutes West, twelve perches; thence South eighty-five degrees West, fourteen perches; thence South sixty-six degrees thirty minutes West, twenty-eight perches; thence South eleven degrees West, twenty-nine and five-tenths perches; thence North seventy-nine degrees East, twenty-two perches; thence South eighty-nine degrees East, thirty-six perches; thence North sixty-three degrees East, three and one-half perches; thence South forty-five degrees East, thirty-eight perches to the place of beginning, containing twenty-eight acres, three rods and twenty-one perches.

SAVING and EXCEPTING therefrom the following described parcels of land:

1. That lot on the northeast side of the public road leading to Wye Island bridge from Carmichael conveyed to Samuel K. Horney by deed dated August 7, 1893, from Thomas H. Dodd and recorded in Liber L.D. No. 2, folio 101, and more particularly described therein as follows:

BEGINNING at a marked white oak and runs North seven and a half degrees West, seventeen and three-tenths perches to Judge Carmichael's lands, thence with his lands South eighty-four and a half degrees West, twenty-two and three-tenths perches to a stake, thence South seven and a half degrees East seventeen and three-tenths perches; then North eighty-four and a half degrees East, twenty-two and three tenths perches to the beginning, containing two acres one rood and twenty-five perches of land.

2. That lot on the right side of the public road from Carmichael to Wye Island, adjoining on the West the property formerly of Goldsborough and on all other sides lands formerly of the Grantor which was conveyed to Benjamin F. Sylvester by Thomas H. Dodd, et. ux., by deed dated October 21, 1914, and recorded in Liber W.F.W. No. 6, folio 145, containing one-half acre of land.

3. That lot on the right side of the public road leading from Carmichael to Wye Island and adjoining the Wye Neck public school property, the lands formerly of E.T. Paca and Thomas H. Dodd which was conveyed by Thomas H. Dodd, et. ux., to Samuel K. Horney by deed dated May 6, 1909, and recorded in Liber S.S. No. 6, folio 253, and which is more particularly described as follows, to wit:

BEGINNING in the middle of the aforesaid public road at the corner of the school house lot aforesaid mentioned, and running with said school house lot South seventy-eight degrees fifteen minutes West, one hundred sixty-three feet and three inches to a stone, also a corner for said school lot; thence with the land of E. T. Paca South thirty-seven degrees West, three hundred twenty-two feet six inches to a pine, where a stone is to be placed; thence South one degree fifty-five minutes East, five hundred forty-two feet to a stone; thence South seventy-six degrees thirty minutes East, two hundred thirty-one feet to middle of aforesaid public road opposite a gum tree; thence with said road North thirty-three degrees thirty minutes East, two hundred twenty-nine feet six inches to the turn in road; thence North fourteen degrees forty-five minutes East, one hundred thirty-seven feet six inches; thence North five degrees ten minutes West, five hundred sixty-six feet six inches to the beginning, containing six acres, one rood, seventeen and one-half perches of land, more or less.

4. That lot along the old outlet road leading to the Samuel C. Thomas Farm from Bowsertown which was conveyed by Clarence T. Bishop, et. ux., to James Scott and Ida Scott, his wife, by deed dated April 11, 1927, and recorded in Liber B.H.T. No. 6, folio 453, and which is more particularly described as follows:

BEGINNING for the same at a point on the western side or edge of said outlet, a corner for the land formerly of Samuel Johnson and running thence by and with the land of the said Samuel Johnson a distance of four hundred sixty-six feet to a point to be marked by a stone; thence in a southerly direction a distance of one hundred ninety feet to a point to be marked by a stone three hundred seventy-five feet distant from the western side or edge of said outlet; thence in a straight line a distance of three hundred seventy-five feet to intersect the western edge of said outlet at a point (to be marked by a stone) three hundred four feet distant from the point of beginning; thence by and with the western edge of said outlet a distance of three and four feet to the point of beginning, containing two acres of land, more or less.

5. That triangular shaped lot on the right side of the public road from Carmichael to Wye Island bounded on one side by said road, on the other by Stagwell Road and on the remaining side by the lot formerly of Benjamin Frank Sylvester, and later of Charles E. Bishop, which was conveyed by Clarence Tilghman Bishop, et. ux., to James Coleman and Blanche Carpenter by deed dated November 26, 1927, and recorded in Liber B.H.T. No. 7, folio 446, containing three-fourths of an acre of land.

BEING all and the same land which was conveyed by Deed of Distribution dated April 17, 1973, from Rachel M. Whaley, Personal Representative of the Estate of John R. Whaley, Jr., deceased, to Rachel M. Whaley Carter, as Rachel M. Whaley, life tenant, and John R. Whaley, III, and Carlton L. Whaley, vested remaindermen, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 72, folio 760.

The said Susan D. Whaley joins in the execution of this mortgage and the note herein described for the purpose of binding herself, her personal representatives, heirs and assigns, upon all the terms, covenants and conditions herein and therein set forth, and especially to better secure the repayment of the aforesaid principal indebtedness together with interest thereon at the times and in the manner set forth, waiving notice of all and any extension of the time or times for the repayment of said installments of principal and/or interest during the continuance of this mortgage or any renewal thereof.

The said Rachel M. Whaley Carter and Carlton L. Whaley join in the execution of this mortgage solely for the purpose of releasing and conveying to the Mortgagee herein all of their right, title and interest to the aforesaid property in order to better secure the repayment of the obligation which has been incurred by the said John R. Whaley, III, and Susan D. Whaley, his wife.

TOGETHER with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the note secured hereby, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representative, and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided;

Third: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the note secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any set-off whatever;

Fourth: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fifth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in a good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Sixth: That he will permit the Mortgagee through its authorized agents to enter upon the mortgaged property at any reasonable time for the purpose of inspecting the order, condition and repair of the buildings, improvements and other collateral located on the premises and herein secured;

Seventh: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. In the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and such insurance company concerned is hereby authorized and directed to make payment for such loss to the order of the Mortgagee only, instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option to the reduction of the principal balance of the debt secured hereby without regard to amortization plan or the payment of interest and property expenses, or to the restoration or repair of the damaged property. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee;

Eighth: That if at any time hereafter the said Mortgagee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity of the loan hereby secured, it is hereby covenanted and agreed that said Mortgagee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorneys' reasonable fees for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee shall become a part of the debt hereby secured and shall be payable on demand; with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect until paid;

Ninth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect, until paid;

Tenth: That notwithstanding any other provisions of this mortgage for payment of insurance premiums, taxes and assessments, Mortgagee may at its option require the same to be paid to Mortgagee in installments. That upon exercise of said option by written notice from Mortgagee, by ordinary mail, and in addition to installment payments on the mortgage debt hereby secured, Mortgagor shall pay to Mortgagee until said debt is fully paid, installments of the taxes and special assessments levied or to be levied against the premises covered by this mortgage, and installments of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal to the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of installment payments (whether annual, semi-annual, quarterly or monthly) that are to become due on the debt hereby secured before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the premium or premiums and taxes and assessments before the same become delinquent;

Eleventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Twelfth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface rights or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee;

Thirteenth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the note secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but upon default in the payment of the whole debt hereby secured or any part thereof as the same shall become due and payable or in the event of a breach of any of the terms, covenants and conditions of this mortgage, or of the note hereby secured, or in the event the Mortgagor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent or file a petition for an arrangement with creditors, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Fourteenth: That without affecting the liability of the Mortgagors or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, and without affecting the priority of the lien of this mortgage, Mortgagee may, at any time and from time to time, either before or after the maturity of said indebtedness, and without notice to or the consent of any party hereto or any other party: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property conveyed hereby without affecting the lien priority of this mortgage on the remainder of the property, for the full amount of any indebtedness unpaid;

Fifteenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect, until paid;

Sixteenth: That upon default in the performance of any of the covenants or conditions hereof, the Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged and, upon such default, hereby authorizes the Mortgagee, its successors or assigns, to sell the property described herein and any sale under the said assent to a decree or under the said power of sale, shall be made in accordance with applicable rules of procedures issued by the Court of Appeals of Maryland and the proceeds of such sale shall be applied as follows: FIRST, to the repayment of all expenses incident to the sale, including a fee of at least \$50.00, plus a commission to the person making the sale in an amount equal to the commission allowed to trustees for making sale of real estate by virtue of a decree of a court exercising equity jurisdiction in Maryland; SECOND, to the payment of all indebtedness secured hereby, whether matured or unmatured; and THIRD, any surplus shall be distributed to whomsoever may be legally entitled thereto;

And said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions said Mortgagor does hereby covenant to pay as a part of the indebtedness hereby secured, and said Mortgagee, its successors or assigns, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of said expenses, costs and commissions but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions;

Seventeenth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale;

Eighteenth: This Mortgage is subject to the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.

WITNESS:

David C. Bryan (signature)
David C. Bryan
David C. Bryan (signature)
David C. Bryan
David C. Bryan (signature)
David C. Bryan
David C. Bryan (signature)
David C. Bryan

John R. Whaley, III (signature) (SEAL)
John R. Whaley, III
Susan D. Whaley (signature) (SEAL)
Susan D. Whaley
Rachel M. Whaley Carter (signature) (SEAL)
Rachel M. Whaley Carter
Carlton L. Whaley (signature) (SEAL)
Carlton L. Whaley
(SEAL)
(SEAL)

STATE OF MARYLAND,

COUNTY OF QUEEN ANNE'S, to wit:

On this the 31st day of October, 1979, before me the undersigned a Notary Public of the State of Maryland in and for the County of Queen Anne's, personally appeared JOHN R. WHALEY, III, and SUSAN D. WHALEY, his wife, RACHEL M. WHALEY CARTER and CARLTON L. WHALEY,

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained; and at the same time appeared,

L. W. SELLERS

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Beverly M. Ruggold
Notary Public

My commission expires: July 1, 1982

This is To Certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

David C. Bryan
David C. Bryan Attorney

Note: Pursuant to Federal Statutes this mortgage is exempt from all taxation.

FOR PARTIAL RELEASE SEE LIBER 111 PAGE 342

APPLICATION FOR LOAN MODIFICATION

Name John R. Whaley III FLBA Horton
 Address Box 300 Queenstown Queen Anne's Md Account No. 02198703-1
 County - State

I/we hereby apply to the Federal Land Bank of Baltimore for: SECTION A

() Extension: \$ _____ of \$ _____ due _____ on loan # _____ until _____
 \$ _____ of \$ _____ due _____ on loan # _____ until _____

*Items extended cannot be more than three months past due.
 The extended payment will be met from _____ (i.e., No. of steers, bu. corn, etc.)

() Redating: New Installment Date _____
 () Principal Deferment: Installment(s) due _____
 Reamortization () Interest Rate Change to _____ %

Section B and Income and Expense portions of Section C are to be completed only if required by the approving authority.

FINANCIAL STATEMENT

SECTION B

I am the legal owner of the following		I owe the following debts					
		To Whom Debt is Owed	Purpose of Debt	Date Incurrad	Original Amount	Date Due	Present Balance
Farm Land _____	Acres \$ _____						
Farm Land _____	Acres \$ _____						
Other real estate _____		Farm Mortgages _____					
Cash _____							
Notes and accounts due me _____		Other R. E. Mortgages _____					
Stocks and Bonds _____		Judgments _____					
Farm products for sale _____		Chattel and Crop Liens _____					
Farm products for feed _____							
Supplies _____		Conditional Sales _____					
Machinery and tools _____		Notes Payable _____					
Trucks and automobiles _____		Accounts Payable _____					
No. _____							
___ Dairy Cows ___ Bulls							
___ Dairy Heifers							
___ Beef Cows ___ Bulls							
___ Beef Heifers							
___ Steers							
___ Sows ___ Other Hogs							
___ Sheep ___ Lambs							
___ Poultry							
		Interest due _____					
		Taxes due and years _____					
		Other Liabilities _____					
		I am endorser for others amounting to _____ \$ _____					
		There are pending suits against me _____					
Total Property I own \$ <u>712,825</u>							Total I owe \$ <u>32,610</u> Net Worth \$ <u>380,215</u> D/A 53%

CONDITIONS

- That, except as modified by approval of this application, my/our mortgage(s) and agreements supplementary thereto and/or my/our contract for purchase of real estate shall remain in full force and effect in each and all of the terms and conditions contained therein, and that the lien of said mortgage(s) or contracts shall secure the repayment of the whole of any sum which may be extended or reamortized, together with interest on said sum.
 - That the Bank will reserve all rights and remedies against sureties, guarantors and any and all other parties liable for the payment of my/our loan(s) and the rights and remedies of such parties under the note(s) and mortgage(s) and/or other instrument(s) executed in connection therewith.
 - That if, at any time in the opinion of the Bank, the agreement for modification to payment of my/our indebtedness effected through approval of this application would operate to the prejudice of the Bank as against any person who is not a party to this application, the Bank, at its option, may terminate such agreement, whereupon said indebtedness shall become due and payable in accordance with the terms of the mortgage(s), note(s), contract(s) and agreement(s) amendatory thereof or supplementary thereto, in the same manner and to the same extent as though this application had not been approved.
- I/we agree make payment upon such modified terms as may be approved by the Bank and agree that any modification in the terms of payment of my/our indebtedness or the interest rate charged on said indebtedness made pursuant to this application shall be subject to the "Conditions" set forth above.

Date 3/3/82 (Signature) John R. Whaley III
 (Signature) _____

Exhibit "D"
Statement of Account
JOHN R. WEALEY III

October 30, 1986 thru April 10, 1987

Date	Interest Rate	Principal	Re-Amortized Interest	Amortized Interest Paid	Interest Paid	Accounts Receivable	Accounts Receivable Paid	Default Interest	Default Interest Paid	Total Debt
10-30-86	11.25%	\$150,000*	\$45,934.82	0	\$46,136.79	0	0	\$3,596.30	0	\$245,667.91
11-19-86	10.75%	150,000	45,934.82	0	1,078.94	3,630.00*2	0	349.26	0	250,726.11
11-30-86	10.75%	150,000	45,934.82	0	624.66	0	0	216.34	0	251,567.11
12-30-86	10.75%	150,000	45,934.82	0	1,703.60	0	0	590.03	0	253,860.74
1-30-87	10.75%	150,000	45,934.82	0	1,703.60	0	0	590.03	0	256,154.37
2-30-87	9.50%	150,000	45,934.82	0	1,505.51	0	0	532.18	0	258,192.06
3-30-87	9.50%	150,000	45,934.82	0	1,505.51	0	0	532.18	0	260,229.75
4-10-87	9.50%	150,000	45,934.82	0	501.84	0	0	177.39	0	260,908.98
Applied stock (\$7,500)							(3,630.00)		(3,870.00)	253,408.98

* Principal balance as of last paid installment for November 1, 1984.

*2 Paid to Federal Land Bank's Bankruptcy Attorney

ROBERT E. JARRELL
PHILIP G. YOST, TRUSTEES

Plaintiff

vs.

JOHN R. WHALEY, III
SUSAN D. WHALEY and
CARLTON L. WHALEY

Defendants

:
:
:
:
:

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL NO. 86-00801

CLAIM FOR SALE PROCEEDS

The Queenstown Bank of Maryland, by Michael R. Foster and Foster & Braden, its attorneys, file this Claim for Sale Proceeds and states:

1. That the Queenstown Bank of Maryland has reviewed the Claim for Sale Proceeds filed by the Federal Land Bank of Baltimore in the amount of \$253,408.98 and agrees to the matters set forth therein.

2. That the first Mortgage of the Federal Land Bank (FLB) was to secure a loan to John R. Whaley, III, which was in the original amount of \$150,000.00. The FLB required a first mortgage as security for this loan prompting John R. Whaley, III, to request his co-tenant (owner of a one-half fee interest as tenant in common) to join in the execution of said

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QUEEN ANNE'S COUNTY

Mortgage. That in consideration of Carlton Whaley joining in the execution of said Mortgage, John R. Whaley, III, executed an Indemnity Mortgage dated October 3, 1979, said Mortgage being recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 155, folio 594, a copy being attached hereto as Exhibit A.

3. That by Assignment dated February 9, 1987 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 271, folio 717, said Indemnity Mortgage was assigned to the Queenstown Bank of Maryland. A copy of said Assignment is attached hereto as Exhibit B. Prior to the recordation of the aforementioned Assignment, Carlton Whaley bargained and sold his one-half interest in the real estate to the Queenstown Bank of Maryland. A copy of the Deed, dated February 9, 1987, is attached as Exhibit C.

4. That the Queenstown Bank of Maryland, as successor to Carlton Whaley, is entitled to be indemnified for his loss and made whole as if he had never executed said Mortgage to FLB. Therefore, the Queenstown Bank of Maryland is entitled to \$253,408.98. (See also Consent to Foreclosure Sale filed by Carlton Whaley in this matter.)

5. That Carlton Whaley was also requested to join in the execution of a Deed of Trust to Denton Production Credit in order to secure an additional loan to John R. Whaley, III. That John R. Whaley, III, executed an Indemnity Mortgage to Carlton Whaley dated April 20, 1983, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 195, folio 479, a copy being attached hereto as Exhibit D. Said Indemnity Mortgage was assigned to the Queenstown Bank of Maryland by Assignment dated February 9, 1987, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 212, folio 718 (Exhibit E).

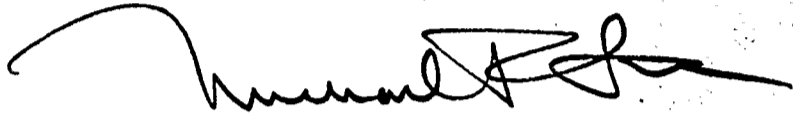
6. That the remaining funds of \$14,803.29 should be distributed to the Queenstown Bank of Maryland as partial indemnification for the \$26,076.51 loss as a result of the Denton Production Credit Association Deed of Trust.

7. The Queenstown Bank of Maryland respectfully suggests priorities of distribution as follows:

- A. Unto Federal Land Bank ----- \$253,408.98
- B. Unto Queenstown Bank by virtue
of Indemnity Mtg. (MWM 155/544) -- 253,408.98
- C. Costs of Sale ----- 32,510.79
- D. Unto Denton Production Credit ----- 26,076.53

E. Unto Queenstown Bank by virtue
of Indemnity Mtg. (MWM 195/479) -- 14,803.27

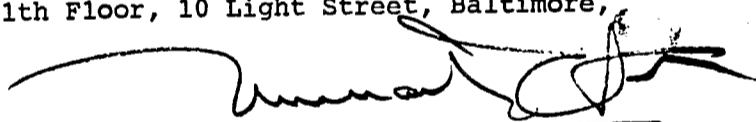
8. The undersigned, Michael R. Foster, does hereby
declare and affirm under the penalties of perjury that the
matters set forth above are true and correct to the best of
his knowledged information and belief.



Michael R. Foster
Foster & Braden
Attorney's for Queenstown
Bank of Maryland
P.O. Box 367
Shopping Center Road
Stevensville, Md. 21666
(301) 643-2141

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 24th day of June,
1987, a copy of the foregoing Claim for Sale Proceeds was
mailed, postage prepaid, to James C. Hubbard, Esquire, and
Robert E. Jarrell, Esquire, Nier, Jarrell, Hubbard & Everngam,
3 North First Street, P.O. Box 130, Denton, Maryland 21629,
John W. Sause, Jr., Auditor, 204 North Commerce Street, P.O.
Drawer 70, Centreville, Maryland 21617, and to David S.
Musgrave, Esquire, 11th Floor, 10 Light Street, Baltimore,
Maryland 21202.



Michael R. Foster

EXHIBITS

- A) Whaley Indemnity Mortgage - MWM 155/594
- B) Assignment of Whaley Indemnity Mortgage - MWM 271/717
- C) Whaley to Queenstown Bank Deed - MWM 271/712
- D) Whaley Indemnity Mortgage - MWM 195/479
- E) Assignment of Whaley 2nd Indemnity Mortgage - MWM 271/718
- F) Deed from Robert E. Jarrell and Philip G. Yost, Trustees,
to the Queenstown Bank of Maryland, Purchaser at Foreclosure -
MWM 278/365

THIS MORTGAGE OF INDEMNITY, made this 3rd day of October, 1979, by and between JOHN R. WHALEY, III, and SUSAN D. WHALEY, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagors", and RACHEL M. WHALEY CARTER, of Queen Anne's County, in the State of Maryland, and CARLTON L. WHALEY, of Talbot County, in the State of Maryland, hereinafter called "Mortgagees";

WHEREAS, the Mortgagees, at the request of the Mortgagors, have become mortgagors on the mortgage from the parties hereto to the Federal Land Bank of Baltimore for the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), bearing even date herewith and payable with interest twenty-five (25) years after date; and

WHEREAS, it was a condition subsequent to the Mortgagees herein becoming mortgagors on said mortgage to the Federal Land Bank of Baltimore that the Mortgagors herein were to protect, save harmless and indemnify said Mortgagees from any and all loss, damage or injury which they or either of them might sustain by reason or on account of their having become mortgagors as aforesaid, by the execution of this Mortgage of Indemnity on the hereinafter described real estate..

NOW, THEREFORE, THIS MORTGAGE OF INDEMNITY WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said JOHN R. WHALEY, III, and SUSAN D. WHALEY, his wife, Mortgagors, do hereby grant and convey unto RACHEL M. WHALEY CARTER, life tenant, and CARLTON L. WHALEY, vested remainderman, Mortgagors, their heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL those lots, parcels or tracts of land known as "Tristram", "Brooklyn", "Thomas H. Dodd Farm", "James F. Dodd Farm", "Whaley Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael and which are more particularly described in the Mortgage of even date from John R. Whaley, III, and Susan D. Whaley, his wife, Rachel M. Whaley Carter and Carlton L. Whaley, to the Federal Land Bank of Baltimore and recorded among the land records of said Queen Anne's County prior hereto.

The description contained in the mortgage referred to above is hereby incorporated herein by reference as a part hereof and this shall have the same legal effect as though said description were fully set forth herein.

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QUEEN ANNE'S COUNTY

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OCT -3-79 A 24044 *****19.00

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, ~~his heirs and assigns~~ and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed, that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, ~~xxxxxx~~ or assigns, or David C. Bryan, ~~xxx~~ their attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars (\$250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors:

WITNESS:

Beverly M. Ruggold

John R. Whaley, III (SEAL)
John R. Whaley, III

Beverly M. Ruggold

Susan D. Whaley (SEAL)
Susan D. Whaley

(SEAL)

(SEAL)

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) To Wit:

On this the 3rd day of OCTOBER, 1979, before me, the undersigned officer, personally appeared _____

JOHN R. WHALEY, III, and SUSAN D. WHALEY, his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Rachel M. Whaley Carter and Carlton L. Whaley

and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the execution and delivery of this mortgage by the Mortgagors, and he further made oath that he is the Agent of the party secured by the foregoing mortgage and as such is duly authorized to make this Affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Beverly M. Ruggold
Notary Public
My Commission Expires July 1, 1982

19 ⁴⁰⁴ 271 717

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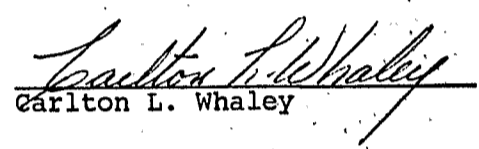
THIS ASSIGNMENT OF MORTGAGE, made this 7th day of February, 1987, by CARLTON L. WHALEY, Assignor.

WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, transfer and assign unto the QUEENSTOWN BANK OF MARYLAND, Assignee, without recourse, all of Assignor's right, title and interest in, and to that certain mortgage dated October 3, 1979, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 155, folio 594 together with the debt secured thereby.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, forever.

WITNESS the hand and seal of the Assignor.

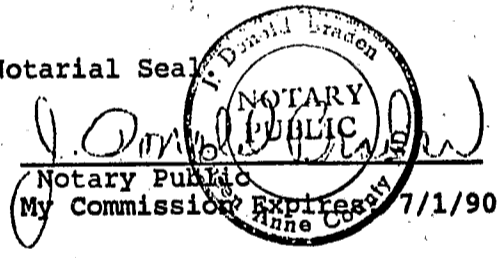
WITNESS: 


Carlton L. Whaley

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on the 9th day of February, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CARLTON L. WHALEY, and he acknowledged the foregoing Assignment of Mortgage to be his act.

WITNESS my hand and Notarial Seal



RECEIVED
CLEARY, CRONIN & BRADEN

LAW OFFICES FOSTER & BRADEN
1887 FES 10 AN 8 54

QUEEN ANNE'S COUNTY

19 APR 405

THIS DEED, made this 9th day of June in the year nineteen hundred eighty-seven, by and between CARLTON L. WHALEY, party of the first part; and QUEENSTOWN BANK OF MARYLAND, a body corporate of the State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of \$175,000.00, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, that one-half interest in the following described real estate, to wit:

ALL those lots, parcels or tracts of land known as "Tristram", "Brooklyn" "Thomas H. Dodd Farm", "James F. Dodd Farm"; or "Whaley Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael and which is more particularly described as follows, to wit:

PARCEL ONE

BEGINNING at a cedar post standing by a branch and near the road leading from the main road to the mansion house formerly of Samuel W. Thomas and running from thence South one degree fifteen minutes West, one hundred thirty perches; thence South eighty-four degrees thirty minutes West, eighty-nine and one-half perches; thence South fifty-six degrees fifteen minutes West, one-hundred ten perches; thence North twenty-four degrees West one hundred sixty-five perches; thence North eighty-four degrees fifteen minutes East, one hundred seventy-two perches; thence North forty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches; thence North twenty-three degrees thirty minutes East, ten and three-tenths perches and from thence with a straight line to the place of beginning, containing one hundred eighty-nine and one-fourth of an acre, more or less.

LAW OFFICES FOSTER & BRADEN

MWM 271/712

PARCEL TWO

BEGINNING at a cedar post at the end of ninety-nine and one-half perches on the dividing line between these lands and the lands formerly of William Carmichael (Parcel No. One above) and running from thence North eighty-four degrees fifteen minutes East, seventy-two and one-half perches; thence North twenty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches; thence North twenty-three degrees thirty minutes East, seven perches to the road leading from the mansion formerly of Samuel Thomas; thence with the road reversed North thirty-five degrees thirty minutes West, twenty-six perches to another cedar post, thence South thirty-eight degrees forty-five minutes West, ninety-two and one-third perches to another cedar post; thence South twenty-seven degrees West, forty-two perches; thence South twenty-five degrees West, twenty perches to the beginning first above mentioned cedar post containing forty-four acres and seven perches of land, more or less.

PARCEL THREE

BEGINNING for the same at a corner of a fence on the main road running through "Wye Neck" (now called Carmichael Road) and running thence North forty-six degrees East, sixty-one perches; thence North seventy-nine degrees West, thirty-five perches; thence South eighty-five degrees West, twenty-six perches; thence South seventy degrees thirty minutes West, twelve perches; thence South eighty-five degrees

West, fourteen perches; thence South sixty-six degrees thirty minutes West, twenty-eight perches; thence South eleven degrees West, twenty-nine and five-tenths perches; thence North seventy-nine degrees East, twenty-two perches; thence South eight-nine degrees East, thirty-six perches; thence North sixty-three degrees East, three and one-half perches; thence South forty-five degrees East, thirty-eight perches to the place of beginning, containing twenty-eight acres, three roods and twenty-one perches.

SAVING AND EXCEPTING therefrom the following described parcels of land:

1. That lot on the northeast side of the public road leading to Wye Island bridge from Carmichael conveyed to Samuel K. Horney by deed dated August 7, 1893, from Thomas H. Dodd and recorded in Liber L.D. No. 2, folio 101, and more particularly described therein as follows:

BEGINNING at a marked white oak and runs North seven and a half degrees West, seventeen and three-tenths perches to Judge Carmichael's lands, thence with his lands South eighty-four and a half degrees West, twenty-two and three-tenths perches to a stake, thence South seven and a half degrees East seventeen and three-tenths perches; then North eighty-four and a half degrees East, twenty-two and three tenths perches to the beginning, containing two acres one rood and twenty-five perches of land.

2. That lot on the right side of the public road from Carmichael to Wye Island, adjoining on the West the property formerly of Goldsborough and on all other sides lands formerly of the Grantor which was conveyed to Benjamin F. Sylvester by Thomas H. Dodd, et. ux., by deed dated October 21, 1914, and recorded in Liber W.F.W. No. 6, folio 145, containing one-half acre of land.

3. That on the right side of the public road leading from Carmichael to Wye Island and adjoining the Wye Neck public school property, the lands formerly of E.T. Paca and Thomas H. Dodd which was conveyed by Thomas H. Dodd, et. ux., to Samuel K. Horney by deed dated May 6, 1909, and recorded in Liber S.S. No. 6, folio 253, and which is more particularly described as follows, to wit:

BEGINNING in the middle of the aforesaid public road at the corner of the school house lot aforesaid mentioned, and running with said school house lot South seventy-eight degrees fifteen minutes West, one hundred

sixty-three feet and three inches to a stone, also a corner for said school lot; thence with the land of E. T. Paca South thirty-seven degrees West, three hundred twenty-two feet six inches to a pine, where a stone is to be placed; thence South one degree fifty-five minutes East, five hundred forty-two feet to a stone; thence South seventy-six degrees thirty minutes East, two hundred thirty-one feet to middle of aforesaid public road opposite a gum tree; thence with said road North thirty-three degrees thirty minutes East, two hundred twenty-nine feet six inches to the turn in road; thence North fourteen degrees forty-five minutes East, one hundred thirty-seven feet six inches; thence North five degrees ten minutes West, five hundred sixty-six feet six inches to the beginning, containing six acres, one rood, seventeen and one-half perches of land, more or less.

4. That lot along the old outlet road leading to the Samuel C. Thomas Farm from Bowsertown which was conveyed by Clarence T. Bishop, et. ux., to James Scott and Ida Scott, his wife, by deed dated April 11, 1927, an recorded in Liber B.H.T. No. 6, folio 453, and which is more particularly described as follows:

BEGINNING for the same at a point on the western side or edge of said outlet, a corner for the land formerly of Samuel Johnson and running thence by and with the land of the said Samuel Johnson a distance of four hundred sixty-six feet to a point to be marked by a stone; thence in a southerly direction a distance of one hundred ninety feet to a point to be marked by a stone three hundred seventy-five feet distant from the western side or edge of said outlet; thence in a straight line a distance of three hundred seventy-five feet to intersect the western edge of said outlet at a point (to be marked by a stone) three hundred four feet distant from the point of beginning; thence by and with the western edge of said outlet a distance of three _____ and four feet to the point of beginning, containing two acres of land, more or less.

5. That triangular shaped lot on the right side of the public road from Carmichael to Wye Island bounded on one side by said road, on the other by Stagwell Road and on the remaining side by the lot formerly of Benjamin Frank Sylvester, and later of Charles E. Bishop, which was conveyed by Clarence Tilghman Bishop, et. ux., to James Coleman and Blanche Carpenter by deed dated November 26, 1927, and recorded in Liber B.H.T. No. 7, folio 446, containing three fourths of an acre of land.

6. All that land granted and conveyed unto Stagwell Limited Partnership by deed dated September 23, 1985, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 238, folio 582.

BEING the same one-half interest granted and conveyed unto the Grantor herein by Deed of Distribution dated April 17, 1973, from Rachel M. Whaley, Personal Representative of the Estate of John R. Whaley, Jr., deceased, to Rachel M.

Whaley Carter, as Rachel M. Whaley, life tenant, and John R. Whaley, III, and Carlton L. Whaley, vested remaindermen, and recorded among the Land Records of said Queen Anne's County in Liber C.W.C. No. 72, folio 760.

THIS CONVEYANCE, is subject to the existing easements, rights of way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, its successors and assigns, in fee simple, forever.

AND the said party of the first part does hereby covenant that he has not done, nor suffered to be done, any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS:

[Handwritten signature]

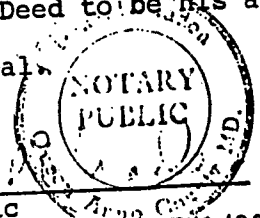
Carlton L. Whaley (SEAL)
Carlton L. Whaley

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11 day of November, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CARLTON L. WHALEY, and he acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

[Handwritten signature]
Notary Public
My commission expires 7/1/90



LAW OFFICES FOSTER & BRADEN

19 APR 1983

WTF/msm 3/11/83 1011-1

CURRENT NO. 112,160

Indemnity Mtg

MORTGAGE FEE.—County.

This Mortgage, Made this 20th day of April

in the year nineteen hundred and eighty-three, by and between JOHN R. WHALEY, III, and SUSAN D. WHALEY, his wife, of Queen Anne's County, State of Maryland, of the first part, Mortgagors, and CARLTON L. WHALEY, of Talbot County, State of Maryland, of the second part, Mortgagee.

WHEREAS, the Mortgagee, at the request of the Mortgagors, have become Borrowers on a deed of trust from the parties hereto to Denton Production Credit Association for the sum of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), bearing even date herewith; and,

WHEREAS, it was a condition subsequent to the Mortgagee herein becoming Borrower on said deed of trust to Denton Production Credit Association that the Mortgagors herein were to protect, save harmless and indemnify said Mortgagee from any and all loss, damage or injury which he might sustain by reason or on account of his having become Borrower as aforesaid, by the execution of this Mortgage of Indemnity on the hereinafter described real estate.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the Mortgagors do hereby grant and convey unto the Mortgagee, his heirs and assigns, in fee simple, ALL those lots, parcels or tracts of land known as "Tristram", "Brooklyn", "Thomas H. Dodd Farm", "James F. Dodd Farm", "Whaley Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael and which are more particularly described in the Deed of Trust of even date from John R. Whaley, III, and Susan D. Whaley, his wife, and Carlton L. Whaley, to Denton Production Credit Association and recorded among the Land Records of Queen Anne's County prior hereto.

The description contained in the deed of trust referred to above is hereby incorporated herein by reference as a part hereof and this shall have the same legal effect as though said description were fully set forth herein.

PROVIDED, NEVERTHELESS, if the said parties of the first part shall pay said deed of trust at or before the maturity thereof, this mortgage shall void. But if default shall be made by the said parties of the first part in the payment of the said deed of trust or the interest thereon or any part thereof at the time therein specified, the said party of the second part, his heirs, personal representatives, administrators or assigns, are hereby authorized and empowered to sell the hereby granted premises at public auction and out of the money arising from such sale to retain such sum or sums of money as may be equivalent to the value of his undivided one-half interest in said property, as above mentioned, together with all costs and charges of collection and of such foreclosure, including an attorney's fee of Two Hundred Dollars (\$200.00), and to pay the surplus, if any, to the said parties of the first part, their heirs, personal representatives or assigns.

1983 APR 20 11:14
QUEEN ANNE'S COUNTY

\$135,000.

APR 20-83 * 28099 *****19.50
APR 20-83 A #28099K*****50
APR 20-83 A #28098 *****19.00

Open

*Mtg
Whaley to Whaley*

4-21-83

EXHIBIT D

1911
LIBER. 195 VAL. 480

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.
TO HAVE AND TO HOLD the aforesaid parcels of ground and premises, unto and to the proper use and benefit of the said Mortgagee, his heirs, personal representatives-----and assigns forever.
PROVIDED that if the said Mortgagors, their heirs, personal representatives-----or assigns, shall well and truly pay or cause to be paid the aforesaid sum of \$ 135,000.00-----and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.
AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs, personal representatives and assigns-----shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagors for themselves, their heirs, personal representatives and assigns-----

do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his heirs, personal representatives or assigns, or his Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, and such other notice as by the said Mortgagee, his heirs, personal representatives and assigns, may be deemed expedient; and in the event of a sale of said property, under the Powers hereby granted, the proceeds, arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a fee of \$ 200.00, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his heirs, personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor s, their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor s for themselves, their heirs, personal representatives and assigns do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County in Equity, which said expenses, costs and commissions the said Mortgagor s for themselves, their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee, his heirs, personal representatives or his said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

AND the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee, his heirs, personal representatives and assigns, the improvements on the hereby mortgaged property and to the amount of at least its insurable value and to cause the policy thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, his heirs, personal representatives and assigns, to the extent of his lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagor s the day and year first above-written.

Test:

Mrs. L. Paster _____ (Seal)
John R. Whaley, III _____ (Seal)
Susan D. Whaley _____ (Seal)
Mrs. L. Paster _____ (Seal)

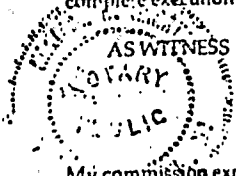
19 ~~APR~~ 413
LIBER 195 PAGE 482

STATE OF MARYLAND, to wit:

ON THIS 20th day of ~~April~~ March, 1983, before me, a Notary Public of the State of Maryland, personally appeared JOHN R. WHALEY, III, and SUSAN D. WHALEY, his wife

known to me, or satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and who acknowledged that they executed the same for the purposes therein contained. At the same time also appeared CARLTON L. WHALEY

Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, that the amount of the loan which the Mortgagee has been given to secure was paid over and disbursed by the within Mortgagee to either the borrower or the person responsible for the disbursement of funds in the closing transaction, or their respective agent, at a time no later than the final and complete execution and delivery by the borrowers of this mortgage and also made oath that he is the XXXX within Mortgagee and duly authorized to make this affidavit.



My commission expires:
July 1, 1986.

Thomas L. ...
Notary Public

FOR PARTIAL RELEASE SEE LIBER ^{MWM} 333 PAGE 576

LIBERTY 271 718 19 114

DOCUMENT NO. 135580

THIS ASSIGNMENT OF MORTGAGE, made this 9th day of January, 1987, by CARLTON L. WHALEY, Assignor.

WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, transfer and assign unto the QUEENSTOWN BANK OF MARYLAND, Assignee, without recourse, all of Assignor's right, title and interest in, and to that certain mortgage dated April 20, 1983, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 195, folio 479 together with the debt secured thereby.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, forever.

WITNESS the hand and seal of the Assignor.

WITNESS:

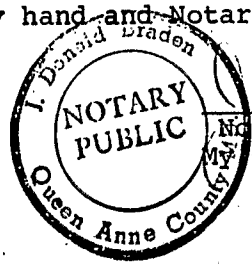
[Signature]

Carlton L. Whaley
Carlton L. Whaley

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on the 9th day of January, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CARLTON L. WHALEY, and he acknowledged the foregoing Assignment of Mortgage to be his act.

WITNESS my hand and Notarial Seal.



Donald Braden
Notary Public
Commission Expires: 7/1/90

RECEIVED
CLERK, CIRCUIT COURT
1987 FEB 10 8 54
QUEEN ANNE'S COUNTY

SEARCHED
INDEXED
SERIALIZED

DOCUMENT NO

137,737

CLERK

1987 MAY 13 PM 3:22

QUEEN ANNE'S

THIS DEED, made this 5th day of May, in the year nineteen hundred eighty-seven, by and between ROBERT E. JARRELL and PHILIP G. YOST, Trustees, as hereinafter set forth, Grantors; and the QUEENSTOWN BANK OF MARYLAND, a Maryland State Banking Corporation, Grantee.

DEED ON
RECD FEE 27.00
POSTAGE .50

EXPLANATORY STATEMENT

1. John R. Whaley, III, Susan D. Whaley, Carlton L. Whaley, granted and conveyed the hereinafter described property unto Robert E. Jarrell and Philip G. Yost, Trustees, by Deed of Trust dated April 20, 1983, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 195, folio 473, said Deed of Trust securing an indebtedness unto the Denton Production Credit Association in the original principal amount of \$135,000.00.

REC'D TAX 1240.80
TRAFAX 1408.94

2. John R. Whaley, III, Susan D. Whaley and Carlton L. Whaley defaulted in the performance of the covenants and conditions contained in said Deed of Trust by the nonpayment of principal and interest when due.

3. That on October 28, 1986, Robert E. Jarrell and Philip G. Yost, Trustees, did file an Order to Docket Suit in the Circuit Court for Queen Anne's County being Civil Case No. 86-00801. After posting bond and giving all notices required by the Maryland Rules of Procedure and the Deed of Trust, pursuant to the power of sale the Trustees did sell the below described property unto the highest bidder, the Queenstown Bank of Maryland, for \$570,000.00

4. That the Trustees have filed a Report of Sale on February 13, 1987, and after the prescribed, the Circuit Court for Queen Anne's County did enter a Final Ratification of Sale and Referral to the Auditor on March 19, 1987.

5. The Queenstown Bank of Maryland having fully complied with the terms of sale is now entitled to a deed of conveyance.

WITNESSETH, that for and in consideration of the sum of \$570,000.00, the receipt of which is hereby acknowledged, Robert E. Jarrell and Philip G. Yost, Trustees, Grantors, do hereby grant and convey unto the Queenstown Bank of Maryland, Grantee, in fee simple, the following described real estate, to wit:

ALL those lots, parcels or tracts of land known as "Tristram", "Brooklyn", "Thomas H. Dodd Farm", "James F. Dodd Farm", or "Whaley Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, adjoining the village of Carmichael and which is more particularly described as follows, to wit:

PARCEL ONE

BEGINNING at a cedar post standing by a branch and near the road leading from the main road to the mansion house formerly of Samuel W. Thomas and running from thence South one

LAW OFFICES FOSTER & BRADEN

degree fifteen minutes West, one hundred thirty perches; thence South eighty-four degrees thirty minutes West, eighty-nine and one-half perches; thence South fifty-six degrees fifteen minutes West, one-hundred ten perches; thence North twenty-four degrees West one hundred sixty-five perches; thence North eighty-four degrees fifteen minutes East, one hundred seventy-two perches; thence North forty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches, thence North twenty-three degrees thirty minutes East, ten and three-tenths perches and from thence with a straight line to the place of beginning, containing one hundred eighty-nine and one-fourth of an acre, more or less.

PARCEL TWO

BEGINNING at a cedar post at the end of ninety-nine and one-half perches on the dividing line between these lands and the lands formerly of William Carmichael (Parcel No. One above) and running from thence North eighty-four degrees fifteen minutes East, seventy-two and one-half perches; thence North twenty-eight degrees fifteen minutes East, thirty-seven perches; thence North twenty-three degrees East, thirteen and one-half perches; thence North seven degrees fifteen minutes West, fifty-six perches; thence North twenty-three degrees thirty minutes East, seven perches to the road leading from the mansion formerly of Samuel Thomas; thence with the road reversed North thirty-five degrees thirty minutes West, twenty-six perches to another cedar post, thence South thirty-eight degrees forty-five minutes West, ninety-two and one-third perches to another

LAW OFFICES FOSTER & BRADEN

cedar post; thence South twenty-seven degrees West, forty-two perches; thence South twenty-five degrees West, twenty perches to the beginning first above mentioned cedar post containing forty-four acres and seven perches of land, more or less.

PARCEL THREE

BEGINNING for the same at a corner of a fence on the main road running through "Wye Neck" (now called Carmichael Road) and running thence North forty-six degrees East, sixty-one perches; thence North seventy-nine degrees West, thirty-five perches; thence South eighty-five degrees West, twenty-six perches; thence South seventy degrees thirty minutes West, twelve perches; thence South eighty-five degrees West, fourteen perches; thence South sixty-six degrees thirty minutes West, twenty-eight perches; thence South eleven degrees West, twenty-nine and five-tenths perches; thence North seventy-nine degrees East, twenty-two perches; thence South eighty-nine degrees East, thirty-six perches; thence North sixty-three degrees East, three and one-half perches; thence South forty-five degrees East, thirty-eight perches to the place of beginning, containing twenty-eight acres, three rods and twenty-one perches.

SAVING AND EXCEPTING therefrom the following described parcels of land:

1. That lot on the northeast side of the public road leading to Wye Island bridge from Carmichael conveyed to Samuel K. Horney by deed dated August 7, 1893, from Thomas H. Dodd and recorded in Liber L.D. No. 2, folio 101, and more particularly described therein as follows:

BEGINNING at a marked white oak and runs North seven and a half degrees West, seventeen and three-tenths perches to Judge Carmichael's lands, thence with his lands South eighty-four and a half degrees West, twenty-two and three-tenths perches to a stake, thence South seven and a half degrees East seventeen and three-tenths perches; thence North eighty-four and a half degrees East, twenty-two and three tenths perches to the beginning, containing two acres one rod

and twenty-five perches of land.

2. That lot on the right side of the public road from Carmichael to Wye Island, adjoining on the West the property formerly of Goldsborough and on all other sides lands formerly of the Grantor which was conveyed to Benjamin F. Sylvester by Thomas H. Dood, et. ux., by deed dated October 21, 1914, and recorded in Liber W.F.W. No. 6, folio 145, containing one-half acre of land.

3. That on the right side of the public road leading from Carmichael to Wye Island and adjoining the Wye Neck public school property, the lands formerly of E.T. Paca and Thomas H. Dodd which was conveyed by Thomas H. Dodd, et. ux., to Samuel K. Horney by deed dated May 6, 1909, and recorded in Liber S.S. No. 6, folio 253, and which is more particularly described as follows, to wit:

BEGINNING in the middle of the aforesaid public road at the corner of the school house lot aforesaid mentioned, and running with said school house lot South seventy-eight degrees fifteen minutes West, one hundred sixty-three feet and three inches to a stone, also a corner for said school lot; thence with the land of E. T. Paca South thirty-seven degrees West, three hundred twenty-two feet six inches to a pine, where a stone is to be placed; thence South one degrees fifty-five minutes East, five hundred forty-two feet to a stone; thence South seventy-six degrees thirty minutes East, two hundred thirty-one feet to middle of aforesaid public road opposite a gum tree; thence with said road North thirty-three degrees thirty minutes East, two hundred twenty-nine feet six inches to the turn in road; thence North fourteen degrees forty-five minutes East, one hundred thirty-seven feet six inches; thence North five degrees ten minutes West, five hundred sixty-six feet six inches to the beginning, containing six acres, one rood, seventeen and one-half perches of land, more or less.

4. That lot along the old outlet road leading to the Samuel C. Thomas Farm from Bowsertown which was conveyed by Clarence T. Bishop, et. ux., to James Scott and Ida Scott, his wife, by deed dated April 11, 1927, and recorded in Liber B.H.T. No. 6. folio 453, and which is more particularly described as follows:

BEGINNING for the same at a point on the western side or edge of said outlet, a corner for the land formerly of Samuel Johnson and running thence by and with the land of the said Samuel Johnson a distance of four hundred sixty-six feet to a point to be marked by a stone; thence in a southerly direction a distance of one hundred ninety feet to a point to be marked by a stone three hundred seventy-five feet distant from the western side or edge of said outlet; thence in a straight line a distance of three hundred seventy-five feet to intersect the western edge of said outlet at a point (to be marked by a stone) three hundred four feet distant from the point of beginning; thence by and with the western edge of said outlet a distance of three _____ and four feet to the point of beginning, containing two acres of land, more or less.

5. That triangular shaped lot on the right side

of the public road from Carmichael to Wye Island bounded on one side by said road, on the other by Stagwell Road and on the remaining side by the lot formerly of Benjamin Frank Sylvester, and later of Charles E. Bishop, which was conveyed by Clarence Tilghman Bishop, et. ux., to James Coleman and Blanche Carpenter by deed dated November 26, 1927, and recorded in Liber B.H.T. No. 7, folio 446, containing three fourths of an acre of land.

6. All that land granted and conveyed unto Stagwell Limited Partnership by deed dated September 23, 1985, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 238, folio 582.

BEING the same land granted and conveyed unto the Grantors herein by Deed of Trust, dated April 20, 1983 and recorded in Liber M.W.M. No. 195, folio 473 of the Land Records of Queen Anne's County.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads and/or alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same lot and parcel of land and premises unto and to the use of the said Queenstown Bank of Maryland, its successors and assigns, in fee simple, forever.

WITNESS the hands and seals of the said Grantors.

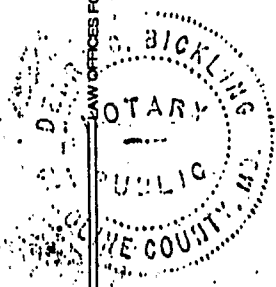
WITNESS:

Robert E. Jarrell (SEAL)
Robert E. Jarrell, Trustee
Philip G. Yost (SEAL)
Philip G. Yost, Trustee

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of May, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT E. JARRELL and PHILIP G. YOST, Trustees, and each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.



Arthur G. Bickling
Notary Public
My commission expires: 7/1/90

My commission expires: July 1, 1990

TAXES LEVIED AS OF MAY 13 1987
PAID TO JUN 30 1987
Wm. H. Johnson
Treasurer of Queen Anne's Co.

RECEIVED FOR TRANSFER
This 1st Day of May 1987
James D. [unclear]
Supervisor of Assessorship
Queen Anne's County

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, et al. :
 v. : Civil #86-00801
 JOHN R. WHALEY, III, et ux. :
 :
 : : : : :

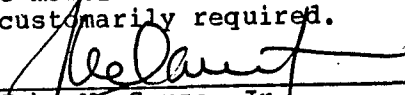
REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled action having been referred to the Auditor in accordance with Maryland Rule 2-543, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties:

1. Contacts to obtain required information not furnished by them, namely statements of indebtedness with respect to certain deeds of trusts and mortgages to which the sale was made subject or for which claim was made.

2. Reviewing allocation of proceeds made between the creditors and providing a report with respect thereto.

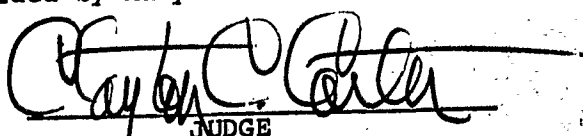
3. The services here mentioned involved 3.75 hours in addition to the time customarily required.


 John W. Sause, Jr.
 Auditor

ORDER

The foregoing Request having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 20th day of July, 1987, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$300.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 2-543 (f).


 JUDGE

1987 JUL 29 PM 5:33
QUEEN ANNE'S COUNTY

19 421

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, et al.	:	
	:	
v.	:	Civil #86-00801
	:	
JOHN R. WHALEY, III, et ux.	:	
	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 570,000.00	
Interest on \$ 540,000.00 @ 10%			
Note A			
from 02/10/87 to 04/20/87			
69 days @ \$147.95 per day		<u>10,208.55</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 580,208.55
COMMISSIONS, to Fiduciary		\$ 28,650.00-	
ATTORNEY FEE, per DEED OF TRUST		50.00-	
EXPENSES OF SALE			
Court costs	\$ 235.00-		
Advertising			
Notices of sale			
Record-Observer		322.38-	
Star Democrat		158.40-	
Sunpapers		456.00-	
Report of sale		83.58-	
Bond premium	2,280.00-		
Auctioneer's fee	200.00-		
Certified mail	<u>10.43-</u>	3,745.79-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 300.00-		
Postage & copies	<u>12.56-</u>	<u>312.56-</u>	<u>32,758.35-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 547,450.20

QUEEN ANNE'S COUNTY
1987 JUL 21 PM 3 10

A. DISTRIBUTABLE TO FEDERAL LAND BANK

Mortgage of 10/03/79

Per Claim

Principal

\$ 150,000.00-

Interest to 10/28/86

46,136.79-

Interest to 04/10/87

8623.66-

Reamortized interest

45,934.82-

Default interest

6,583.71-

Credits

7,500.00

\$ 249,778.98-

Additional amount allowed

by Queenstown Bank

Legal fees: bankruptcy

3,630.00-

B. DISTRIBUTABLE TO DENTON PRODUCTION

Deed of Trust of 04/20/83

Per Statement of Debt

Principal

\$ 98,686.96-

Interest to 10/28/86

11,369.69-

Interest to 04/10/87

4,154.87-

Credits

88,908.35

25,303.17-

Additional amount allowed

by Queenstown Bank

Interest 04/10-05/15/87

773.34-

C. DISTRIBUTABLE TO JOHN WHALEY

1/2 sale proceeds \$ 290,104.28-

Expenses 32,758.35

Federal Land Bank 249,778.98

Denton Production 25,303.17

17,736.22

0.00

D. DISTRIBUTABLE TO QUEENSTOWN BANK

as to Carlton Whaley 1/2 fee interest

1/2 gross sale proceeds \$ 290,104.27-

John Whaley deficit (as above) 17,736.22

Additional allowed

Denton Production \$ 773.34

Federal Land Bank 3,630.004,403.34267,964.71-

TOTAL DISTRIBUTED

\$ 547,450.20-

Note: Queenstown Bank also to receive any interest received on money held by Fiduciaries in interest-bearing accounts

NOTICE

The attached Account was filed on July 21, 1987. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

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CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #86-00801. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

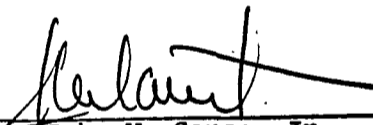
I further certify that copies of the Auditor's Account, Report of Auditor and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on July 21, 1987:

Robert E. Jarrell, Esquire
Philip G. Yost, Esquire
3 North First Street
Denton, Maryland 21629

David S. Musgrove, Esquire
Richard M. Kremen, Esquire
Semmes, Bowen & Semmes
10 Light Street 11th Floor
Baltimore, Maryland 21202

Howard A. Rubenstein, Esquire
600 Mercantile Bank & Tr. Bldg.
2 Hopkins Plaza
Baltimore, Maryland 21201

Michael R. Foster, Esquire
Post Office Box 367
Stevensville, Maryland 21666


John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, et al. :
 :
 v. : Civil #86-00801
 :
 JOHN R. WHALEY, III, et ux. :
 :
 : : : : :

AUDITOR'S REPORT

An outline chronology of undisputed facts is helpful to understanding the factual background of this action:

Ownership of property

10/79 Subject property owned by Rachel Whaley Carter, for life, remainder to John R. Whaley, as to an undivided one-half interest, and Carlton L. Whaley, as to the remaining one-half interest. Rachel Whaley Carter signed all instruments but died prior to the institution of this action.

Lien instruments

- 10/03/79 Mortgage to the Federal Land Bank (MWM 155, folio 588), hereafter "Instrument #1", signed by all owners, to secure a note of John R. Whaley and his wife, in the principal amount of \$150,000
- 10/03/79 Mortgage of Indemnity from John R. Whaley and wife to Carlton R Whaley and Rachel Whaley Carter (MWM 155, folio 594), hereafter "Instrument #2"
- 04/20/83 Deed of Trust to Denton Production Credit Association (MWM 195, folio 473), hereafter "Instrument #3", signed by all owners, to secure a note of John R. Whaley and his wife, in the principal amount of \$135,000
- 04/20/83 Mortgage of Indemnity from John R. Whaley and wife to Carlton L. Whaley and Rachel Whaley Carter (MWM 195, folio 479), hereafter "Instrument #4"

Proceedings

- 10/28/86 This action filed to foreclose Instrument #3
- 02/04/87 Consent of Federal Land Bank "to the sale of the subject property . . . free and clear of the lien of [Instrument #1 . . . provided, however, that its lien shall attach to the sale proceeds according to its order of priority against all creditors."
- 02/04/87 Consent of Carlton L. Whaley to sale free and clear of Instrument #2
- 02/09/87 Queenstown Bank of Maryland purchases the remainder interest of Carlton L. Whaley and his interests in Instruments #2 and #4
- 02/10/87 Sale made at auction to Queenstown Bank of Maryland for \$570,000

Interests of parties

It has been important to determine the various interests of the parties under these facts; and the following represents my findings in that regard.

Owners. The owners of the property, who are entitled to distribution of any net proceeds (Rule W75 a) are John R. Whaley and Queenstown Bank, the latter as successor to Carlton L. Whaley.

Debtors. John R. Whaley, Susan D. Whaley, Rachel Whaley Carter and Carlton L. Whaley executed Instrument #1. Although their interest was subject to the terms of Instrument #1, Rachel Whaley Carter and Carlton L. Whaley were not obligated by the underlying note; and Instrument #1 expressly provided that they were parties "solely for the purpose of releasing and conveying to the Mortgagee herein all of their right, title and interest to the aforesaid property in order to better secure the repayment of the obligation which has been incurred by the said John R. Whaley, III, and Susan D. Whaley, his wife". On the other hand, Susan D. Whaley (John's wife) specifically bound herself as a full obligor under the underlying loan. Similar provisions are contained in the Instrument #3. Therefore, the only "debtors" are John R. Whaley, III, and Susan D. Whaley.

Lien priority. While the Fiduciaries may be correct in that the sale was conducted under the authority

of Instrument #3, the result of the intervention of the prior mortgagees was to require that the proceeds of the sale, after deduction of expenses, be distributed in accordance with the priority of the creditors who are the parties to the proceeding, that is, first to the Federal Land Bank under Instrument #1, second to the holder of the 1979 indemnity mortgage (Instrument #2), third to Denton Production Credit under Instrument #3. Gordon on Maryland Fore-closures, §10.03.

Special attention is called to the situation of Queenstown Bank which, as successor to Carlton Whaley, is (1) an owner as to a one-half interest in the subject property and its proceeds and (2) a mortgagee as to the other half interest.

Proceeds of sale and debt calculation

At the outset, it should be indicated that the Fiduciaries have stated the income and expenses relating to the sale with their characteristic thoroughness and clarity. The Fiduciarys' charging post-sale interest only to April 20, 1987, rather than the actual date of transfer on May 5, 1987, is said to result from the debtors' having filed exceptions to the sale and is a correct application of the law. Stewart v. Kreuzer, 127 MO. 1, 11. I find the expenses to be as stated in the attached Account.

However, I must respectfully disagree with several conclusions of the Fiduciaries as to the amount of debt owed under Instruments #1 and #3. The first appears in an account summary (attached to this Report), which was filed with the Suggested Account. In arriving at the amount due under Instrument #3, interest of \$773.34 is charged for the period between April 10, 1987 (60 days after the sale) to May 15, 1987. As Instrument #3 is clearly one of the instruments involved in the sale itself, such is not allowable. Real Property Article, §7-105 (d). As will be seen, this amount will still be payable to the beneficiary under Instrument #3, but is chargeable to the holder of the Carlton Whaley interest rather than the debtors.

The second matter involves attorney fees reflected on the account summary filed with the Land Bank's claim on June 1, 1987. It may be assumed that attorney fees paid in a bankruptcy proceeding involving the debtors (and claimed with respect to Instrument #1) come within the "Eighth" paragraph of that mortgage, by which it secures attorney fees, not in excess of 5% of the principal amount, with respect to "any suit or legal proceedings . . . in any way affecting the validity or integrity of the loan hereby secured", which bankruptcy proceedings would seem to do. The difficulty here is that such fees expressly "become a

part of the indebtedness secured hereby", and that indebtedness is elsewhere said to be \$150,000. As that was the amount remaining when the fees were incurred and at the time of foreclosure, it exceeds the amount which Instrument #1 may secure. Real Property Article, §7-102. Again, this cannot be allowed against the debtors, but will be allowed to the Federal Land Bank from the amount distributable to Queenstown Bank.

Parenthetical comment is in order concerning the amount of the balance of the debt claimed under Instrument #1. In a Report filed in Chancery #7260, and after a hearing on the lender's method of calculating principal and interest, mention was made of "the rather unique bookkeeping system under which the lender operated". The same lender is here involved; and the subject promissory note is almost identical. For the reasons there stated and because I find that any savings there effected would have redounded only to the benefit of Queenstown Bank (which has by its agreement waived any such benefit), no comment is here expressed on the amount of that claim or the method by which it was calculated.

Suggested distribution

The primary issue here is the allocation of the sale proceeds, after deduction of the expenses. The matter was initially complicated by the fact that the distribution suggested to me by the Fiduciaries does not appear to follow the above order of priority.

However, on June 25, 1987, Queenstown Bank, as holder of Instruments #2 and #4, filed a claim which specifically states that it "has reviewed the Claim for Sale Proceeds filed by the Federal Land Bank of Baltimore in the amount of \$253,408.98 and agrees to the matters set forth". Somewhat less directly, it recognizes and approves the claim of Denton Production Credit under Instrument #3. Attached as an exhibit is its deed of Carlton Whaley's undivided half interest in the property.

There is thus agreement, among some of the parties at least, that \$279,485.49 of the net proceeds of sale be distributed to Federal Land Bank and Denton Production Credit. The effect of this is to make any accounting unnecessary with respect to the details of distribution between the Land Bank, Denton Production and Queenstown Bank. See, Cloverfields Imp. v. Seabreeze Prop., 280 Md. 382, 403-404.

On the other hand, while binding upon those parties, these concessions may not work to the prejudice of the debtors, who have thus far not participated in any way with

respect to the distribution. A question therefore remains as to the effect of the agreed allocation upon the debtors. Stated otherwise, did any portion of the net proceeds (i.e. sale proceeds after deduction of expenses) so allocated among the creditors constitute proceeds which would have been distributable to or for the benefit of John Whaley under normal procedures?

That question has been answered affirmatively above with respect to the \$773.34 interest claimed under Instrument #3 and \$3,630 attorney fees claimed under Instrument #1. The debtors having no duty to pay these amounts from the proceeds of sale, and Queenstown Bank having agreed to their inclusion in the amount distributed to the other debtors, those amounts must be distributed in accordance with the agreement, but charged against the latter's interest. That of course is but another way of saying that the agreed allocation has no effect upon John Whaley as an owner or a debtor.

Nor is there any other effect upon John Whaley's interests. Certainly in the absence of any other suggestion by Queenstown Bank (e.g. that the gross proceeds of sale did not represent the actual value of the property), the total of the sale price of \$570,000 and interest paid by the purchaser at the foreclosure must be taken to represent the value upon which to base the value of the one-half interest formerly owned by Carlton L. Whaley. Thus, for purposes of this action, the value of each of the undivided half interests of John and Carlton Whaley was half of the sale price and interest, or \$290,104.27.

John Whaley, as the actual debtor, is responsible for principal and interest due Federal Land Bank (\$25,303.17), principal and interest due Denton Production Credit (\$249,778.98) and expenses of sale (\$32,758.35), or a total of \$311,470.50. The value of his ownership interest is \$290,104.27. John Whaley's primary responsibilities of more than \$311,470.50 exceeded his \$290,104.28 interest in the property by \$17,736.22, thus diminishing the Carlton Whaley interest by that amount.

On the other hand, the net effect of the indemnities in Instruments #2 and #4 (that John and Susan Whaley "protect, save harmless and indemnify . . . [Rachel Carter and Carlton Whaley] from any and all loss, damage or injury which they or either of them might sustain by reason or on account of their having become mortgagors . . .") is that John Whaley is obligated to see that Carlton Whaley, or his successor, receives \$290,104.27. Until that amount is properly distributed or charged to the account of Carlton Whaley, or his successor, John Whaley has no interest in the proceeds of the sale.

Therefore, the allocation between the other parties involves distribution of money which was due only to the other parties -- John Whaley, as owner, is due nothing; John Whaley and Susan Whaley, as debtors, are not affected with respect to either the amount of their primary debts or the amount of their required indemnity to Queenstown Bank.

Again, this is not to say that the same allocation would have been made under traditional accounting procedures or that the procedures employed by the creditors in making this allocation appear to be those generally employed. It is to say that John Whaley was unaffected in any way by the allocation and that the allocation, correct or incorrect, is binding upon the other parties.

Deficiency

Finally, mention should be made of the fact that my analysis of the distribution differs from that of the creditors, who proceed upon a theory that Queenstown Bank is entitled to distribution under the indemnities in Instruments #2 and #4. The Suggested Account proposes that, after payment to Federal Land Bank of \$253,408.98, a like amount be paid to Queenstown Bank as "Debt owed to second Mortgagee under Indemnity Mortgage" and, after payment of the debt under Instrument #3, that "the surplus of \$14,803.27 be distributed to the . . . holder of the fourth mortgage." A similar approach is taken in claim filed by Queenstown Bank.

In my view, Instrument #4 never came into play; and there was at most only a fleeting, theoretical application of Instrument #2. The distinction is important, I believe, because it is a distinction between what Queenstown Bank received in its right as owner of a half interest in the property and what it received as surety and mortgagee of John and Susan Whaley.

Upon the sale of the property, John and Carlton Whaley each began with a one-half interest in the gross proceeds. The interest of Carlton Whaley, who was not indebted in any way to the lender, was chargeable only in the event that John Whaley's distributable half share was insufficient to pay debts and expenses. After payment of the full proper balance under Instrument #1, John Whaley's one-half interest still had a value of more than \$40,000. Even if Carlton Whaley's interest, as that of an original mortgagor, were technically chargeable with half of the expenses, the indemnity under Instrument #2 would have immediately reinstated his loss, if indeed the same would not have resulted under general principles of law (cf. P., B. & W. R.R. Co. v. Roberts, 134 Md. 398, 399).

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Queenstown Bank did not, as the parties suggest, receive an amount measured by the amount paid to the Federal Land Bank. It emerged from the foreclosure of Instrument #1 with the full amount of its original distributable interest, replenished (if at all) only to the extent that such was necessary by any theoretical charge to it of part of the sale expenses.

Of course, when the debt under Instrument #3 was larger than the amount still distributable to John Whaley, Carlton Whaley's ownership interest became liable for the excess. But, this was in fact and in law a charge upon the distributable one-half share. It may have given rise to a claim by him for an "indemnification" under Instrument #4; but it was the very antithesis of a collection or distribution to him under Instrument #4, as suggested in the proceedings. Any such collection of the indemnification amount has yet to occur.

For that reason alone, no deficit is reflected in the Audit. Rule W75 provides for a deficiency when "the net proceeds of sale . . . are insufficient to pay the mortgage debt and accrued interest [emphasis supplied]". Here, all mortgage debts involved in the proceedings were fully discharged. Queenstown Bank, as successor to Carlton Whaley had what was left of its distributable one-half share after it was subjected to the claim of Denton Production Credit.

This is not to overlook that, under Rule W75 a, Carlton Whaley or his successor, Queenstown Bank, could have sought "an interest in the equity of redemption" with respect to surplus owed to John Whaley. Again, this would not have authorized a deficiency decree, only a right to any surplus; and no surplus existed. In the end result, Instrument #4 could play no role whatsoever in the proceedings. It was, in any event, never a "mortgage debt" which the proceeds were insufficient to satisfy.

Respectfully submitted,



Auditor

July 20, 1987

CIVIL #86-00801

Page 7

EXHIBIT "A"

John R. Whaley, III

Oct. 28, 1986 thru May 15, 1987

<u>Interest Rate</u>	<u>Principal</u>	<u>Principal Paid</u>	<u>Interest</u>	<u>Interest Paid</u>	<u>Accounts Receivable</u>	<u>Total Debt</u>
10/28/86 9.70%	98,686.96	-0-	11,369.69	-0-	-0-	110,056.65
10/31/86 9.70%	"	"	78.68	"	"	110,135.33
11/30/86 9.45%	"	"	766.51	"	"	110,901.84
12/31/86 9.45%	"	"	792.06	"	"	111,693.90
1/31/87 9.45%	"	"	792.06	"	"	112,485.96
2/28/87 9.45%	"	"	715.41	"	"	113,201.37
to 3/30/87 9.45%	"	"	766.51	"	"	113,967.88
3/30/87 Payment	"	(11,025.35)	"	(15,280.92)	"	87,661.61
3/31/87 9.45%	87,661.61	"	22.69	"	"	87,684.30
thru 4/10/87 9.20%	"	"	220.95	"	"	87,905.25
thru 5/15/87 9.20%	"	"	773.34	"	"	88,678.59
5/15/87 Payment	"	(54,950.08)	-0-	(1,017.00)	"	32,711.51
Applied Stock = 1327 shares = \$6,635.00		(6,635.00)				26,076.51

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, et al. :
 :
 v. : Civil #86-00801
 JOHN R. WHALEY, III, et ux. :
 :
 : : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 3rd day of August, 1987,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

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CLERK, CIRCUIT COURT
1987 AUG -4 PM 12: 32
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

19-433

MEMORANDUM

Re: Civil 87-00989
Louis G. Dryden vs.
Karen Ann Graef,
et.al.

Madame Clerk:

Will you please arrange to have recorded at length in the Judgment
in Extenso records the following papers from the subject action:

Consent Decree, July 13, 1987, etc.
Bond
Report of Sale
Notice Regarding Ratification of Sale
Certificate of Publication of Advertisement
Certificate of Publication of Notice Regarding Ratification of
Sale
Final Ratification of Sale
Auditor's Account
Ratification of Auditor's Account

Sincerely,

Luther W. Gregory
Luther W. Gregory
10/3/87

LWG:dt

1987 NOV -4 AM 9:18
QUEEN ANNE'S COUNTY

LOUISE G. DRYDEN	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR QUEEN ANNE'S COUNTY,
vs.	*	MARYLAND
KAREN ANN GRAEF	*	CIVIL ACTION NO. 87-00989
and	*	
DONALD CARL GRAEF	*	
Defendants	*	
* * * * *		

CONSENT DECREE

This matter having come before this Court by way of the Complaint of Louise G. Dryden vs. Karen Ann Graef and Donald Carl Graef alleging, among other claims, relief in the form of judgment for foreclosure, an answer having been filed by Karen Ann Graef and Donald Carl Graef having not filed any answer within the time required hereto, but has indicated his consent by his signature; and

The parties having appeared before this Court and requested an amicable settlement by way of appointment of an independent trustee for the purpose of sale of Lot 45, Plat Three, Recovery, Third Election District, Queen Anne's County, Maryland, referenced in Queen Anne's County Land Records in Liber C.W.C. No. 94, folio 564 and Plat Book Liber C.W.C. No. 2, folio 54; and having agreed that Louise G. Dryden is entitled to recover by way of advancements

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 1987 JUL 13 AM 9:22
 QUEEN ANNE'S COUNTY
 HENRY, HAIRSTON & PRICE
 ATTORNEYS AT LAW
 EASTON, MARYLAND

\$86,971.68 and \$6,616.87 is to be paid to Nanticoke Homes, Inc. and \$1,517.00 is to be paid to Thomas E. Pierson and Sons, Inc., being a total sum of \$94,805.55.

The parties have further agreed to the payment of interest in the amount of \$2,947.10 calculated as of July 1, 1987, plus per diem thereafter at the rate of \$16.678.

The parties have further agreed to the payment of reasonable counsel fees and costs in the amount of \$3,558.45 to Louise G. Dryden in repayment of counsel fees and costs paid by her.

IT IS THEREFORE, this 13th day of July, 1987, by the Circuit Court of Maryland for Queen Anne's County,

ORDERED, that Louise G. Dryden be and she hereby is granted a judgment for an equitable lien against the real property which is the subject of these proceedings in the amount of \$86,971.68 principal, \$2,947.10 interest through and including July 1, 1987 with per diem interest thereafter at the rate of \$16.678 per day, and counsel fees and litigation expenses in the amount of \$3,558.45; and it is further

ORDERED, that Luther Gregory be and he hereby is appointed Trustee for the purpose of conducting a sale of the premises in accordance with the BR Rules of the Maryland Rules of Procedure; and it is further

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

ORDERED, that said Trustee post a bond in the amount of \$5,000.00 prior to making such sale; and it is further

ORDERED that the Trustee shall pay from the proceeds of sale, after the payment of the costs and expenses thereof, the following in the following order:

1. Nanticoke Homes, Inc. in the amount of \$6,616.87, representing the balance due for construction of the improvements;

2. Thomas E. Pierson & Sons, Inc. in the amount of \$1,517.00 for work and materials.

3. The claim of Louise G. Dryden as hereinabove established.

4. The balance to be equally divided between Karen Ann Graef and Donald Carl Graef.

SUBJECT TO FURTHER ORDER OF THIS COURT

Clayton C. Carter
Clayton C. Carter

The Defendants consent to the above DECREE.

Donald Carl Graef
Donald Carl Graef

Karen Ann Graef
Karen Ann Graef

John B. Robins, IV
John B. Robins, IV
Attorney for Plaintiff

Waller S. Hairston
Waller S. Hairston
Attorney for Karen Ann Graef

BERRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

19 437

CV 87-00989

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Luther W. Gregory, Trustee, and the Selected Risks Insurance Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars (\$5,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of August, 1987.

WHEREAS, the above bounded principal, by virtue of the power contained in the Consent Decree issued on the 13th day of July, 1987, by the Circuit Court for Queen Anne's County, Maryland in Civil Action No. 87-00989, Louise G. Driden, Plaintiff vs. Karen Ann Graef and Donald Carl Graef, by which the undersigned principal, being the Trustee named in the foregoing Consent Decree is ordered to sell Lot 45, Plat Three, Recovery, Third Election District, Queen Anne's County, Maryland, referenced in Queen Anne's County Land Records in Liber C.W.C. No. 94, folio 564, Plat Book, Liber C.W.C. No. 2, folio 54 and he is about to sell the land and premises under said Consent Decree.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Luther W. Gregory, Trustee, does and shall well, truly and faithfully perform the trusts reposed in him under the aforesaid Consent Decree, and shall abide by and fulfill any order or decree which shall be made by any court in relation to the sale of said property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Luther W. Gregory

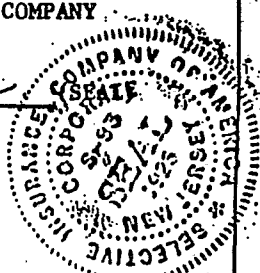
Luther W. Gregory (SEAL)
LUTHER W. GREGORY, TRUSTEE

ATTEST:

Jane A. Hughes

SELECTED RISKS INSURANCE COMPANY

BY: Judith J. Bonnett
Attorney in Fact



surety approved - bond filed 8/24/87

19 435

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 4, folio 207, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 2nd day of September, 1987.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the Circuit Court for Queen Anne's County

LOUISE G. DRYDEN	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
VS.	:	CIVIL ACTION NO. 87-00989
KAREN ANN GRAEF	:	
and	:	
DONALD CARL GRAEF	:	
Defendants	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Luther W. Gregory, Trustee, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duty, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne Record-Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, for more than three (3) consecutive weeks preceding the day of sale; the said Trustee did, pursuant to said notice, on September 19, 1987, at 10:00 o'clock, a.m., on the premises, in the Recovery subdivision, Queen Anne's County, Maryland, then and there sell at the public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto John B. Robins, IV, Agent for Louise G. Dryden, at and for the sum of \$98,100.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is \$98,100.00.

Respectfully submitted,

1987 SEP 22 PM 1:34
QUEEN ANNE'S COUNTY

Luther W. Gregory
Luther W. Gregory
Trustee

19 439

STATE OF MARYLAND

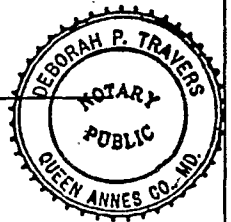
TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 22nd day of September, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of QUEEN ANNE'S, personally appeared Luther W. Gregory, Trustee, and he did make oath in due form of law, under the penalties of perjury, that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Deborah P. Travers
NOTARY PUBLIC
My Commission Expires:



19 110

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LOUISE G. DRYDEN

vs.

KAREN ANN GRAEF and

DONALD CARL GRAEF

Civil No. 87-00989

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 22nd day of September, 1987 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marquerite W. Mankin
Marquerite W. Mankin,
Clerk

Filed: September 22, 1987

1987 AG 411

Centre ville, Md. 9-16 19 87

We Hereby Certify

That the annexed advertisement of

JUDICIAL Sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 19th day of September 1987.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the

2nd day of September

19 87, and the last insertion on the

16th day of September

19 87.

Publishers, Record Observer

Per Ernie Jackson, Jr.

1987 OCT 23 AM 9:56

QUEEN ANNE'S COUNTY

LUTHER W. GREGORY, ATTORNEY
115 LAWYERS' ROW
CENTREVILLE, MARYLAND 21617

Judicial Sale

VALUABLE RESIDENTIAL PROPERTY
NEW CAPE COD ON 1.426 ACRES +-
HIGHLY DESIRABLE
GROVE CREEK COMMUNITY
RECOVERY SUBDIVISION
15 MILES EAST OF BAY BRIDGE
CENTREVILLE, MARYLAND

By virtue of a decree of the Circuit Court of Queen Anne's County, Civil Action No. 87-00989, the undersigned, Trustee, will sell at public auction on the premises on,

Sat., Sept. 19, 1987

at 10:00 o'clock a.m.

All that lot of ground and the improvements thereon situate in Third Election District, Queen Anne's County being known as Lot 45, Plat Three, Recovery, and further described in Liber C.W.C. No. 94, folio 564, Plat Book Liber C.W.C. No. 2, folio 54 and M.W.M. No. 255, folio 576 of the Queen Anne's County Land Records.

The property is comprised of 1.426 acres +- and is improved by a new frame Cape Cod dwelling with first floor containing entrance hall with stairs to second floor, living room, kitchen with dining area, 2 bedrooms and bath with unfinished second floor, 2 car garage attached with a screened breeze way.

TERMS OF SALE: A deposit of not less than \$7,500.00 of the purchase money payable in cash, certified check, or by a cashier's check will be required from purchaser at time and place of sale or the full purchase price in cash or by certified or cashier's check on day of sale at the option of Purchaser(s). Any unpaid balance in cash payable upon final ratification of the sale by the Circuit Court of Queen Anne's County, with interest to be paid at the rate of 10% per annum on unpaid purchase money from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within 30 days of the ratification of the sale by the Court, otherwise the property will be resold at the risk and expense of the purchaser. Taxes and other public charges to be adjusted to date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser. The Trustee may accept or reject any offer. The property is sold in an as is condition without warranty as to the property or as to the description of the improvements and is sold subject to roadway grants, restrictive covenants and conditions, easements, rights of ways, etc. of record prior hereto. Also purchaser(s) will be required to make affidavit as required by Rule BR 6.b.3 of the Maryland Rules of Procedure.

DIRECTIONS: From Bay Bridge U.S. Rts. 50/301, 9 miles to Rt. 50-Rt. 301 split, keep left on U.S. Rt. 301 for 1.5 miles, turn left on Greenspring Road, proceed 2.5 miles to Wright's Neck Road. Left on Wright's Neck Road for 2 miles to second Recovery entrance, turn right then approximately 400 feet to Jenna Street, turn right, second house on right.

INSPECTION: From 9:00 A.M. on day of sale or by arranging appointment with Trustee at 115 Lawyer's Row, Centreville, Maryland 21617, Telephone 301-758-0921.

Luther W. Gregory
Trustee

Joseph A. Jackson, Jr.
Auctioneer.
Telephone: 301-364-5463

RB-9-2-31-010

1987 10 OCT 112 1

Centreville, Md. Oct. 14 1987

We Herely Certify

That the annexed advertisement of
CIVIL NO. 87-00989
RATIFICATION OF SALE

was published in the RECORD OB-
SERVER, a newspaper published in
Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 30th day of October 1987.

And that the first insertion of said adver-
tisement in the said RECORD OB-
SERVER/BAY TIMES was on the
30th day of September
1987, and the last insertion on the
14th day of October
1987.

Publishers, Record-Observer

Per Ernie J. Hall

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
LOUISE G. DRYDEN
vs.
KAREN ANN GRAEF and
DONALD CARL GRAEF
Civil No. 87-00989
NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 22nd day of
September, 1987 that the sale of the real property
made and reported in this action will be ratified
after the expiration of one month from the date
hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be
published in a newspaper published in Queen
Anne's County at least once a week in each of
three successive weeks before the expiration of one
month from the date hereof.
Marguerite W. Menkin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk
Filed September 22, 1987
RB-9-30-31-052

RECEIVED
CLERK, CIRCUIT COURT
1987 OCT 23 AM 9:56
QUEEN ANNE'S COUNTY

LOUISE G. DRYDEN,	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
Vs.	:	CIVIL ACTION NO. 87-00989
KAREN ANN GRAEF	:	
and	:	
DONALD CARL GRAEF	:	
Defendants	:	

FINAL RATIFICATION OF SALE AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Order of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 26th day of October, 1987 that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk will furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the receiving of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (3) within fifteen days, unless extended by the Court.

FILED
OCT 26 1987
CIRCUIT COURT
QUEEN ANNE'S CO.

Clayton D. Bell
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LOUISE G. DRYDEN, et al. :
v. : Civil #87-00989
KAREN ANN GRAEF, et al. :

AUDITOR'S ACCOUNT

PROCEEDS OF TRUSTEE'S SALE			
Sale Price, as reported		\$ 98,100.00	
Interest on \$90,600 @ 10%			
from 09/19/87 to 10/30/87			
41 days @ \$24.8219 per day		1,017.70	
Real property taxes \$ 896.82			
from 07/01/87 to 09/19/87			
81 days @ \$ 2.457		<u>199.02-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 98,918.68
COMMISSIONS, to Trustee		\$ 5,055.00-	
EXPENSES OF SALE			
Court costs	\$ 137.50-		
Advertising			
Notices of sale			
Record-Observer	268.58-		
Capital-Gazette	52.65-		
Report of sale	89.46-		
Bond premium	50.00-		
Auctioneer's fee	200.00-		
Appraisal	250.00-		
Certified mail	<u>5.01-</u>	1,053.20-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 65.00-		
Postage & copies	<u>3.00-</u>	<u>68.00-</u>	6,176.20-
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			92,742.48

RECEIVED
CLERK, CIRCUIT COURT
1988 JUN 29 AM 10:29
QUEEN ANNE'S COUNTY

19 46 115

AUDITOR'S ACCOUNT

Civil #87-00989

Page 2

TO BE DISTRIBUTED PER ORDER OF 07/13/87

Nanticoke Homes, Inc.	\$ 6,616.87-
Thomas E. Pierson & Sons, Inc.	1,517.00-
Louise G. Dryden	<u>93,477.23-</u>
(exclusive of interest from 07/01/98)	

\$ 101,611.10-
92,742.48

AVAILABLE FOR DISTRIBUTION, as above

DEFICIT

\$ 8,868.62-
=====

DISTRIBUTION TO BE MADE AS FOLLOWS

Nanticoke Homes, Inc.	\$ 6,616.87-
Thomas E. Pierson & Sons, Inc.	1,517.00-
Louise G. Dryden	<u>84,608.61-</u>

\$ 92,742.48-

NOTICE

The attached Account was filed on June 29, 1988.
Exceptions to the Account must be filed within ten (10) days of
that date. If timely exceptions are not filed, the Account may
thereupon be ratified.

19 JUN 1988

CERTIFICATE OF AUDITOR


I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #87-00989. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the charges set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on June 29, 1988:

Luther W. Gregory, Esquire
115 Lawyers Row
Centreville, Maryland 21617

John B. Robins, IV, Esquire
Post Office Box 506
Salisbury, Maryland 21801

Waller S. Hairston, Esquire
Post Office eBox 838
Easton, Maryland 21601


John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LOUISE G. DRYDEN, et al.	:	
	:	
v.	:	Civil #87-00989
KAREN ANN GRAEF, et al.	:	
	:	
	:	

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 12th day of July,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clayton C. Carter

 JUDGE

RECEIVED
 CLERK, CIRCUIT COURT
 1988 JUL 12 AM 11:52
 QUEEN ANNE'S COUNTY

10 448

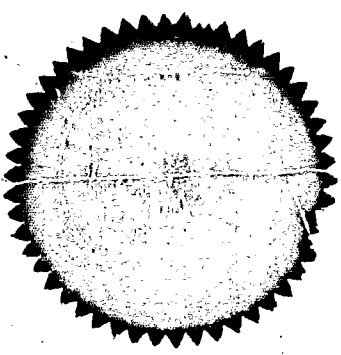
1987 DEC -7 PM 2:24
QUEEN ANNE'S COUNTY

CIVIL 8701197#
CIV FEES 70.00
RECD FEE 108.00
SUBTOTAL 178.00
CHECK/NO 178.00
#006780 C001 R00 T14*21
12/07/87

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 19th day of May 1987



A. Eric Schafers
CLERK OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.

Keith Krissoff

1986
Aug 8

CANDACE HAAS

Receipt No. L-108832
Date Pd. 3/11/87
ADVANCE CLERK 70.00
By: Paul D. Wright

ADDITIONAL COSTS

Clerk _____
Plaintiff Sol. 10.00
Defendant Sol. 210.00
Sheriff _____
Sheriff _____
Sheriff _____
Exam/Mst _____
Steno _____

Cross Bill _____

Contempt _____

Mod. _____

TOTAL COSTS 10.00

Receipt No. E112275
Date Pd. 3.6.87
By: Paul D. Wright

3212933

Paul D Wright III

CHARLES H HAAS

Notification of Divorce mailed to State
Department of Health this 3 day of
March, 19 87. Decree Recorded in

Liber No. _____ Folio _____

FILMED

- 1) 1986 Aug 8 - Verified Complaint for Divorce and Other Relief and Financial Statement.
- 2) 1986 Aug 8 - Show Cause Order filed.
- 3) 1986 Aug 8 - Supa issued along with Complaint, Financial Statement and Order given to Attorney to be served on CHARLES H HAAS by Private Process.
- (4) 1986 Aug 29- Line to Enter the Appearance of Paul D. Wright III as atty for Defendant.
- (5) 1986 Aug 29- Answer to Certified Complaint for Divorce and Other Relief.
- (6) 1986 Aug 29- Motion for Continuance
- (7) 1986 Aug 29- Order Granting Continuance. Copies mailed.
- (8) 1986 Sep 19- Counter complaint for absolute Divorce.
- 9) 1986 Sep 26 - Case called for Hearing on Pendente Lite in Open Court before Judge Martin A. Wolff. Counsel heard. Agreement reached and put on the record. Plaintiff not agreeable with Settlement, Agreement withdrawn. Testimony taken. Counsel to prepare order. (Mr. Krissoff). Steno: Jean Bowman
- 10) 1986 Oct 14- Order of Court as to custody and support. Copies mailed 10-16-86
- 11) 1986 Nov 6- Interrogatories to Charles Haas
- 12) 1986 Nov 6- Answer to Counter Complaint for Absolute Divorce.
- 13) 1987 Jan 16- Answers to Plaintiff's interrogatories from Defendant.
- 14) 1987 Jan 22- Monthly Expenses, Financial Statements, and Attachments.
- 15) 1987 Jan 27- Pre Trial Statement of Candace Haas
- 16) 1987 Jan 27- Pre-Trial Order . Copies mailed to attorneys. January 29, 1987
- 17) 1987 Jan 30 - Supplemental Complaint
- 18) 1987 Jan 30 - Answer to the Supplemental Complaint.
- 19) 1987 Jan 30 - Case called for hearing on Merits in Open Court before Judge Robert Heise. Testimony taken. Counsel heard. Supplemental Complaint filed in open Court. Answer to Supplemental Complaint filed in open Court. Counsel to prepare order (Wright) Defendant to pay costs (Charles Haas) Case continued Feb 2, 1987 - Case continued. Counsel heard. Steno: Wilma Anthony.
- 20) 1987 Mar 6- Judgment of Absolute Divorce. ORDERED that a Judgment be and is hereby awarded to Keith Krissoff, Esquire, Attorney for Candace S. Haas, in the amount of One Thousand Five Hundred Dollars (\$1,500.00) against Charles H. Haas.
- 21) 1987 May 19 - Stipulation and Motion for Entry of Consent Order Re: sale of house
- 22) 1987 May 19 - Consent Order (copies to Attys) Re: Sale of house

DATE 1986

1) Aug	8	Verified Complaint for Divorce and Other Relief and Financial Statement.
2) Aug	8	Show Cause Order filed.
3) Aug	8	Supa issued with copy of Complaint, Financial Statement and Show Cause Order and given to Atty. to be served on CHARLES H. HAAS by Private Process.
		<i>(9-5-86) 9-26-86 1:30 PM Show Cause</i>
4) Aug	29	Line to Enter Appearance of Paul D. Wright III as Atty for Defendant.
5) Aug	29	Answer to Verified Complaint for Divorce and Other Relief
6) Aug	29	Motion for Continuance
7) Aug	29	Order Granting Continuance. Copies mailed.
8) Sep	19	Counter complaint for absolute Divorce.
9) Sep	26	Case called for Hearing on Pendente Lite in Open Court before Judge Martin A. Wolff. Counsel heard. Agreement reached and put on the record. Plaintiff not agreeable with Settlement, Agreement withdrawn. Testimony taken. Counsel to prepare order. (Mr. Krissoff). Steno: Jean Bowman
10) Oct	14	Order of Court as to custody and support. Copies mailed 10-16-86
		<i>1-10-87 1-2-87 10:4 PM Trial</i>
		<i>1-2-87 1-30-87 " Merits</i>
1) Nov	6	Interrogatories to Charles Haas
2) Nov	6	Answer to Counter Complaint for Absolute Divorce.
		<i>(1-16-87) next 1-23-87 10:00 AM Trial</i>
13) Jan	16	Answers to Plaintiff's Interrogatories from Defendant.
14) Jan	19	Monthly Expenses, Financial Statements, and Attachments.
15) Jan	27	Pre-Trial Statement of Candal Haas.
16) Jan	27	Pre-Trial Order. Copies mailed to attorneys, January 29, 1987.
17) Jan	30	Supplemental Complaint
18) Jan	30	Answer to the Supplemental Complaint
19) Jan	30	Case called for hearing on Merits in Open Court before Judge Heise. Testimony taken. Counsel heard. Supplemental Complaint filed in Open Court. Answer to Supplemental Complaint filed in Open Court. Counsel to prepare order (Wright) Defendant to pay costs. (Charles Haas) Case continued 2/2/87. Case continued. Counsel heard. Steno: Wilma Anthony.
2) Mar	6	Judgment of absolute Divorce. Copies mailed 3-10-87
		ORDERED that a Judgment be and is hereby awarded to Keith Krissoff, Esquire, Attorney for Candace S. Haas, in the amount of One Thousand Five Hundred Dollars (\$1,500.00) against Charles H. Haas.

11 452

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

CANDACE S. HAAS *

Plaintiff/
Counter Defendant *

vs. *

Civil Action #3212933 *

CHARLES H. HAAS *

Defendant/
Counter Plaintiff *

JUDGMENT OF ABSOLUTE DIVORCE

Upon consideration of the stipulations of the parties and the evidence adduced at the trial of this cause on the 30th day of January, 1987, it is, by the Circuit Court for Anne Arundel County, Maryland, this 6 day of March, 1987;

ORDERED, that the defendant/counter plaintiff, Charles H. Haas, be and he is hereby granted a judgment of absolute divorce from the plaintiff/counter defendant, Candace S. Haas, on the grounds of voluntary separation for one (1) year; and it is further

ORDERED, that the plaintiff/counter defendant, Candace S. Haas, be and she is hereby awarded the care and custody of the parties' remaining minor children, namely, Charles Michael Haas, born on the 1st day of June, 1979, Kathryn Corrine Haas, born on the 11th day of July, 1983, and Joseph Benjamin Haas, born on the 11th day of April, 1985,

WEST, WEST & WRIGHT
ATTORNEYS AT LAW
8700 DONNELL DRIVE
SUITE 101
FORESTVILLE, MD 20747
726-5422

FILMED

FILED
1987 MAR -6 AM 8:00

reserving unto the defendant/counter plaintiff, Charles H. Haas, liberal rights of visitation; and it is further

ORDERED, that the liberal rights of visitation reserved to the defendant/counter plaintiff, Charles H. Haas, shall include, but not be limited to, a reasonable period of time in the summer months each year and shall take into consideration the geographical location of the parties' respective residences; and it is further

ORDERED, that effective and accounting from the 1st day of February, 1987 and continuing until the sale and settlement of the parties' marital home (known by the postal address of Route 1, Box 115-B Centreville, Queen Anne County, Maryland, 21617) that the defendant/counter plaintiff, Charles H. Haas, shall pay to the plaintiff/counter defendant, Candace S. Haas, the sum of Eight Hundred Dollars (\$800.00) per month towards the support of Candace S. Haas and the support of the three (3) minor children in her custody; and it is further

ORDERED, that until the sale and settlement of the said marital home, the defendant/counter plaintiff, Charles H. Haas, shall pay the monthly payments on the 1st and 2nd mortgages (principal, interest, taxes, and insurance) on said property; and it is further

WEST, WEST & WRIGHT
ATTORNEYS AT LAW
8700 DONNELL DRIVE
SUITE 101
FORESTVILLE, MD 20747
780-8482

19 APR 154

ORDERED, that when said marital home is sold and settled on, the defendant/counter plaintiff, Charles H. Haas, shall commence paying to the plaintiff/counter defendant, Candace S. Haas, the sum of Three Hundred Dollars (\$300.00) per month per child as child support towards the support of the parties' minor children, namely, Charles Michael Haas, Kathryn Corrine Haas, and Joseph Benjamin Haas; and it is further

ORDERED, that when said marital home is sold and settled on, the defendant/counter plaintiff, Charles H. Haas, shall commence paying to the plaintiff/counter defendant, Candace S. Haas, the sum of Five Hundred Dollars (\$500.00) per month as rehabilitative alimony for a period of four (4) years, and that after said four-year period, Charles H. Haas shall pay to Candace S. Haas the sum of Two Hundred Fifty Dollars (\$250.00) per month as permanent alimony; and it is further

ORDERED, that until the sale and settlement of the parties' aforesaid marital home, the plaintiff/counter defendant, Candace S. Haas, be and she is hereby awarded use and possession of said home; and it is further

Haas vs. Haas

- 4 -

Case #3212933

ORDERED, by agreement of the parties, that the plaintiff/counter defendant, Candace S. Haas, be and she is hereby awarded a marital property interest of Twenty-five Percent (25%) in the gross pension/retirement benefits of the defendant/counter plaintiff, Charles H. Haas, at Westinghouse Electric Corporation, his employer, if, as, and when received; and it is further

ORDERED, that from the gross proceeds of sale of the marital home that the following marital debts be paid, namely:

- (a) 1st mortgage held by Loyola Federal;
- (b) 2nd mortgage held by Annapolis Bank and Trust Company;
- (c) the outstanding personal loan account at Annapolis Bank and Trust Company which is in the approximate present amount \$4,900.00 (on which account suit is pending in the District Court for Anne Arundel County, Maryland, in Case No. CV 070-11112-86 for said debt, plus accrued interest, attorney's fees, and costs). [Note: The outstanding personal loan account at Annapolis Bank and Trust Company in the approximate amount of \$2,695.00 (on which account suit is pending in the District Court for Anne Arundel County, Maryland, in Case No. CV 070-11834-86 for said debt, plus accrued interest, attorney's fees, and costs) is a personal debt of Charles H. Haas and shall be his exclusive responsibility to pay from his share of the settlement proceeds or otherwise.]
- (d) the Montgomery Ward charge account in the approximate present amount of \$3,190.00;
- (e) the bill from Dr. Tulin Oz in the approximate present amount of \$1,000.00; and
- (f) the bill due to C&P Telephone Company in the approximate present amount of \$645.00;

and it is further

WEST, WEST & WRIGHT
ATTORNEYS AT LAW
8700 DORNELL DRIVE
SUITE 101
FORESTVILLE, MD 20767
738-2433

19 156

ORDERED, that after the payment of said marital debts, expenses of sale and settlement, trustee's fees, and costs that the net settlement proceeds shall be equally divided between the parties; and it is further

ORDERED, that the defendant/counter plaintiff, Charles H. Haas, be and he is hereby ordered to pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) as his contribution to the counsel fees of the plaintiff/counter defendant, Candace S. Haas, and that a judgment be and is hereby awarded to Keith Krissoff, Esquire, Attorney for Candace S. Haas, in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for same; and it is further

ORDERED, that the parties' aforesaid marital home be sold in lieu of partition thereof and that Carol S. Craig, Esquire, be and she is hereby appointed trustee to sell said property in accordance with Maryland law governing said sales; and it is further

ORDERED, by agreement of the parties, that the parties' 1974 Chevrolet automobile shall be the exclusive property of the plaintiff/counter defendant, Candace S. Haas, and the parties' 1971 Chevrolet truck shall be the exclusive property of the defendant/counter plaintiff, Charles H. Haas; and it is further

19 AUG 1957

ORDERED, by agreement of the parties, that the defendant/counter plaintiff, Charles H. Haas, shall maintain the parties' minor children as insureds on his medical insurance coverage through his employment or put into effect and maintain substitute equivalent coverage; and it is further

ORDERED, that payments of child support and/or alimony as stated herein shall be paid on the 1st of each month for the month in advance; and it is further

ORDERED, that the parties be and are hereby jointly and severally charged with the support and maintenance of the minor children; and it is further

ORDERED, that the Court expressly retains jurisdiction over the said minor children of the parties and that all provisions of this Decree pertaining to custody, child support, visitation, alimony, marital pension award, and enforcement of said provisions shall be subject to further Order of this Court; and it is further

ORDERED, that the defendant/counter plaintiff, Charles H. Haas, pay the costs of these proceedings as may be taxed by the Clerk of the Court.

NOTICE TO PARTIES

- (1) If the obligor accumulates support payments arrears amounting to more than thirty (30) days of support, the obligor shall be subject to earnings withholding;

WEST, WEST & WRIGHT
ATTORNEYS AT LAW
8700 DONNELL DRIVE
SUITE 101
ROBERTSVILLE, MD 20747
780-8482

- (2) The obligor is required to notify the Court within ten (10) days of any change of address or employment so long as the Support Order is in effect; and
- (3) Failure to comply with paragraph (2) of this subsection will subject the obligor to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in the obligor's not receiving notice of proceedings for earnings withholding.

Robert S. Heise

ROBERT S. HEISE, JUDGE

SEEN:

Keith Krissoff
 KEITH KRISOFF, ESQUIRE
 Attorney for Plaintiff/
 Counter Defendant
 182 Duke of Gloucester Street
 Annapolis, MD 21401

Paul D. Wright III
 PAUL D. WRIGHT III, ESQUIRE
 Attorney for Defendant/
 Counter Plaintiff
 196 West Street
 Annapolis, MD 21401

WEST, WEST & WRIGHT
 ATTORNEYS AT LAW
 3700 DONNELL DRIVE
 SUITE 101
 FORTSTVILLE, MD 20747
 780-8488

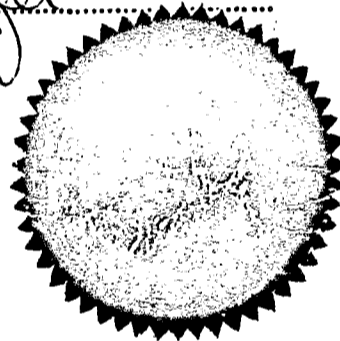
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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this.....10th.....day of....March..... 19....87.....

A. E. Schaffer
CLERK OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.



CANDACE S. HAAS)	IN THE CIRCUIT COURT
Plaintiff/)	FOR
Counter Defendant)	ANNE ARUNDEL COUNTY, MARYLAND
vs.)	Civil Action No. 3212933
CHARLES H. HAAS)	
Defendant/)	
Counter Defendant)	

STIPULATION AND MOTION FOR ENTRY OF CONSENT ORDER

Come now the parties by and through their respective undersigned counsel and stipulate as follows:

1. In the Judgment of Absolute Divorce in this cause dated March 6, 1987 it was ordered that Carol S. Craig, Esq., was appointed trustee to sell the parties' marital home known by the postal address of Route 1, Box 115-B, Centreville, Queen Anne County, Maryland 21617. Said property is the same property obtained by the parties by deed recorded in Liber 107, folio 302 among the Land Records of Queen Anne County, Maryland.
2. The said trustee has obtained a contract for the sale of said property, a copy of said contract being attached hereto and incorporated by reference herein. The date of the contract as stated on page one thereof is March 24, 1987.
3. The sales price of the property is \$91,000.00 which the parties hereby stipulate is a fair and reasonable price. The

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 8700 DONNELL DRIVE
 SUITE 101
 FORESTVILLE, MD 20747
 788-8488

parties agree that the property be sold for that price.

4. The parties hereby waive the provisions of Maryland Rule BR3 regarding the filing of bond for the trustee and agree that the trustee serve without bond. They further waive the provisions of the same rule regarding appraisal of the property and agree and stipulate that \$91,000.00 is a fair and reasonable price for the property and representative of the fair market value of the property.

5. The parties seek that the Court enter a Consent Order regarding the foregoing, the same being submitted herewith.

6. The trustee joins herein for the purposes of evidencing her consent to the matters stated herein.

WHEREFORE, the parties pray:

1. That the Court enter the said Consent Order.
2. And for such other and further relief as the Court deems just and proper.

[S]
Keith Krissoff, Attorney for
Candace S. Haas

[Signature]
Paul D. Wright III, Attorney for
Charles H. Haas

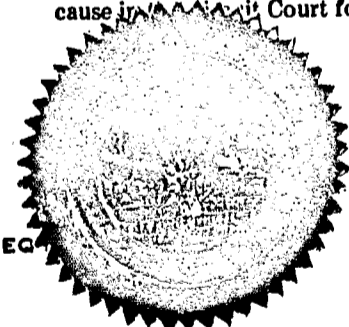
[Signature]
Carol S. Craig, Trustee

STATE OF MARYLAND, Anne Arundel County, Set:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 2 day of June, A. D., 1987.

[Signature], Clerk



EC



WOODFORD & Associates

P.O. BOX 337 - 301 B. WATER STREET - CHESTERVILLE, MA 01521 - TEL: 758-3388



AGREEMENT OF SALE

1. THIS AGREEMENT OF SALE, made this 24th day of March, 1987, by and between Carol S. Craig, Trustee (Seller) and John R. English and Bonnie L. English (Purchaser),

2. The Seller sells and the Purchaser buys the following described property located in Tax Assessor's Election District 31X, being all/part of that property conveyed to Seller herein by deed recorded in Liber 107, Folio 302, among the land records of Queen Anne's County Maryland, and being further described as XXXXXXXX, XXXXXXXX, Section ---, XXXXXXXX on Hope-Ruthsburg Road (containing 3.002 acres more or less as shown on Tax Map Page 46, Parcel No. 47), and being known as a three bedroom two bath Rancher;

together with all improvements thereon and all rights and appurtenances thereto. Included in the purchase price shall be all fuel oil, if any, stored on the property at time of settlement, all permanently attached fixtures and the number of installed operating smoke detectors required by law. The purchase price shall also include the following, AS AND IF NOW INSTALLED IN OR ON THE PREMISES: central heating, plumbing, lighting fixtures, range and oven, refrigerator, aircons, storm/insulated windows and doors, sheds, curtain rods, TV antenna, wall to wall carpeting, portable outbuildings, awnings, trees, shrubbery and plants. Also included shall be the following: Woodstove

The following shall be EXCLUDED from the purchase price and shall remain the personal property of the Seller: None

3. PURCHASE PRICE is Ninety-One Thousand and 00/100 Dollars (\$ 91,000) payable as follows: Five Hundred and 00/100 Dollars (\$ 500.00) in the form of Check on signing this agreement and an additional deposit of N/A Dollars (\$ N/A) in the form of N/A on or before N/A, 19

said sum or sums to be deposited by Purchaser with Woodford and Associates, Broker, and to be held by the Broker in escrow until the time of final settlement and disbursed in accordance with the provisions of this Agreement at settlement or upon default. Failure of the Purchaser to pay the additional deposit as specified may, at the option of the Seller, render this Agreement null and void and of no further legal effect and cause forfeiture of any deposit paid.

The Balance of Ninety Thousand Five Hundred and 00/100 Dollars (\$ 90,500) to be paid in cash or certified check at the time of settlement, including payment for any outstanding checks or notes.

4. FINANCING CONTINGENCY. This Agreement is contingent upon the Purchaser's ability to place (X), conventional () VA (X), FHA (), or FHA () First Mortgage or Deed of Trust in the amount of Eighty-seven Thousand Eight Hundred Fifty Dollars (\$ 87,850.00) with interest at Nine percent (9 %) per annum, or, if VA financing, the maximum prevailing rate at the time of settlement for a period of Thirty years, amortized over a period of Thirty years (if VA or FHA, attach appropriate addendum.)

5. MORTGAGE APPLICATION. Purchaser expressly agrees to make willon application for the mortgage as herein described within Five (5) DAYS from the date hereof. Purchaser further agrees to execute such mortgage at settlement if the loan commitment therefor is granted by the mortgagee. Any action by the Purchaser concerning the execution of this Agreement of Sale resulting in the disqualification of the Purchaser for financing purposes as herein proscribed, including, without limitation, misrepresentation by the Purchaser in the Credit Application, failure to apply for such financing and pursue the same diligently, or application for a mortgage upon said terms in any respect different from those as to principal and interest set forth above shall constitute a default on the part of the Purchaser under the terms of this Agreement and the Seller may terminate the Agreement and deliver the deposit hereinabove described forfeited. If such mortgage commitment is not obtained by the Purchaser, or by the Seller for the Purchaser, within Forty-five (45) days from the date of this Agreement, this Agreement of Sale may, at the option of the Purchaser or the Seller, become null and void and of no further legal effect, and all monies on deposit shall be returned to the Purchaser and neither party shall have any liability to the other. Notice of such termination shall be given by the terminating party to the other party.

6. ALTERNATE FINANCING. It is further understood and agreed that should the Purchaser make application for financing through a lending institution or other source whereby the interest, terms of payment, amount of loan, or any one of those differs from the financing conditions set forth above, upon notification to the Purchaser from the lending institution or party that the financing as requested has been approved and a loan commitment granted, the financing contingency of this Agreement shall be deemed to have been fully satisfied and of no further effect, provided the alternate mortgage does not increase costs to the Seller, or exceed the time allowed to secure the mortgage commitment as called for above.

7. LOAN FEES. If a new loan is to be placed pursuant to this Agreement, the Purchaser agrees to pay a LOAN PLACEMENT FEE of One percent (1%) of the principal sum of ANY CONVENTIONAL LOAN. The Seller agrees to pay a LOAN PLACEMENT FEE of Zero percent (0%) of the principal sum of said loan. LENDER'S FEES, if any, shall be paid by the Purchaser, including mortgage insurance premiums as required by the lender. If the existing loan is to be assumed, the Purchaser agrees to pay any LOAN ASSUMPTION FEES, charges, or expenses required by the lender.

8. SETTLEMENT. Settlement shall be on May 29th, 1987, or sooner by mutual agreement of the parties.

9. TIME being of the essence of this Agreement.

10. AGENCY. The Seller recognizes Woodford & Associates, Broker, as the listing broker negotiating this Agreement and agrees to pay said Broker a brokerage fee for services rendered in the amount provided for in the listing agreement.

The party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay the same to the Broker as a convenience to the Seller and not as a limitation upon Seller's liability to pay a commission. Settlement shall not be a condition precedent to Seller's liability for the brokerage fee.

11. ADDENDUMS. The attached addendums bearing the signatures of all parties concerned is hereby made a part of this Agreement and shall be construed to govern over any inconsistent portion of this printed form. ACCORDING ATTACHED XX. Yes ___ No ___

12. SETTLEMENT COSTS. PURCHASER SHALL BE ENTITLED TO SELECT HIS/HER OWN TITLE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY OR TITLE ATTORNEY. The Purchaser will XX will not ___ (check one) select title insurance, settlement, or escrow company or employ his own title attorney. In either event, Purchaser authorizes the listing broker to order the examination of title and preparation of all necessary conveyancing papers and agrees to pay all costs on account thereof including settlement charges subject to any statutory restrictions, conveyancing, notary fees, recordation taxes, tax certificate, survey where required, lender's fees and recording charges except those incident to clearing existing encumbrances.

13. DEED AND TITLE. Upon payment as above provided of the unpaid purchase money, the Seller agrees to execute, at his expense, and deliver to the Purchaser a good and sufficient deed for the property, containing covenants of special warranty and further assurances. Title to the subject property is to be good and merchantable, free of liens and encumbrances except as provided herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. Purchaser hereby expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the property for the purpose(s) intended by the Purchaser.

In the event the Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title company, with Purchaser paying not more than the regular rate; the Seller, at his expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title insurance or of paying any special premium on behalf of the Purchaser to obtain title insurance on the property to the benefit of the Purchaser. In the event the Seller elects to cure any defects in title, this Agreement shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed thirty (30) additional days. In the event Seller is unable to cure such title defects within thirty (30) days and is unable to obtain a policy of insurance on the property to the benefit of the Purchaser by a Maryland licensed title company, the Purchaser shall have the option of taking such title as the Seller can give without abatement of the price OR of being repaid all monies by Purchaser to Seller on account of the purchase price together with costs for searching title as may have been incurred, and in the latter event there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become null and void and of no further legal effect.

14. TERMITES CLAUSE. Seller authorizes Purchaser or his agent to obtain, at Purchaser's expense, a certificate from a licensed pest control company that the property is free and clear of any visible termites and other wood boring insects. If any infestation or any damages is present, the property shall be treated at Seller's expense to correct any such infestation and any damage caused by any present or prior infestation shall be treated at Seller's expense. In the event that the cost of the treatment and/or repair exceed 2% of the purchase price of the Agreement, the Seller, at Seller's option, may declare this agreement null and void and/or to further reject affect; however, if Purchaser, at his own expense, should choose to pay costs of the treatment and/or repairs exceeding 2% then this agreement shall remain in effect. All decisions regarding the above shall be made and communicated in writing to the other party within ten (10) days from the receipt of the inspection report. In the event this agreement is voided under this provision, then all deposits hereunder shall be returned immediately to Purchaser.

15. POSSESSION/OCCUPANCY. Seller agrees to give possession and occupancy at the time of settlement, and in the event Seller shall fail to do so, Seller shall be a tenant by sufferance of the Purchaser and liable for all damages. Seller hereby waives all notice to quit as provided by the laws effective in the State of Maryland.

16. COMPLIANCE WITH NOTICES. All notices of violations of orders or requirements noted or issued by any county or local authority, or actions in any court on account thereof, against or affecting the property at the date of settlement of this Agreement, shall be complied with by the Seller and the property conveyed free thereof.

17. PROPERTY CONDITION. At the time of settlement or occupancy (whichever occurs first) Seller will leave the premises free and clear of trash and debris and broom clean and have the electrical, well, septic, plumbing, heating, air conditioning, appliances, and any other mechanical systems and related equipment included in this Agreement in operating condition. The Seller will deliver the premises in substantially the same physical condition as of the date of final ratification. In addition to any other specific inspections provided for in this Agreement, the Purchaser, upon reasonable notice to the Seller, has the right of one (1) pre-settlement inspection of all the premises prior to settlement or occupancy (whichever occurs first). Except as expressly contained in this Agreement no other warranties have been made by the Seller, his agents, or rolled upon by the Purchaser.

18. RISK OF LOSS & INSURANCE. The property is to be held at the risk of the Seller until legal title has passed or possession has been given to Purchaser. If prior to the time legal title has passed or possession has been given to Purchaser, all or a substantial part of the property is destroyed or damaged, without fault of the Purchaser, then this Agreement, at the option of the Purchaser, shall be null and void and of no further legal effect, and all monies paid shall be returned promptly by Seller to Purchaser. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property endorsed as to protect all parties hereto, as their interest may appear, and shall continue such insurance in force during the life of this Agreement of Sale. In the event it shall be determined by the Purchaser that the property is inadequately insured by the Seller, the Purchaser shall have the right at Purchaser's option and expense, to obtain such insurance, or additional insurance as shall be satisfactory to Purchaser. PURCHASER ACKNOWLEDGES THAT LENDER WILL REQUIRE HAZARD INSURANCE AND MAY REQUIRE FLOOD INSURANCE, AND PURCHASER AGREES TO PAY FOR SAME.

19. ADJUSTMENTS. Home Owners Association fees, rent and water rent, if any, shall be adjusted and apportioned as of the date of settlement. All taxes, general or special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including metropolitan District Sanitary Commission or other benefit charges, assessments, liens, or encumbrances) are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Purchaser, whether assessments have been levied or not as of the date of settlement if applicable by local law.

20. DEFAULT. Failure on the part of Purchaser to comply with the terms, covenants, and conditions of this Agreement of Sale, shall constitute a default and forfeiture of the deposit monies AND shall entitle the Seller to retain the deposit paid by Purchaser, and to pursue such other rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance on this Agreement of Sale and/or monetary damages. Notice of such default shall be given, IN WRITING, by the Seller to the Purchaser within thirty (30) days after the default has occurred. In the event such notice of default is not given as provided in this section, Seller shall be deemed to have waived Seller's right to retain the deposit and the deposit shall be returned to the Purchaser.

In the event the deposit is retained as liquidated damages, Seller shall pay to Broker one-half (1/2) thereof as compensation for his/her services, but in no event to exceed an amount equal to the full fees due hereunder. In the event Seller obtains remedies other than liquidated damages, Broker shall be paid his/her full fees due hereunder from the escrowed funds or if such funds are insufficient the balance shall be paid by Seller.

21. AGENTS AGREEMENT. It is mutually and expressly understood and agreed between the parties that the listing broker, his salespeople and employees, or any officer or partner of the broker, and any cooperating broker and his salespeople and employees, or any officer or partner of the cooperating broker, are acting as agents only and will in no case whatsoever be held liable either jointly or severally to either party for the performance of any term or covenant of this Agreement of Sale, for damages for the non-performance thereof, nor be responsible for the soundness or condition of the property.

22. BROKER LIABILITY. Purchaser and Seller understand and acknowledge that Broker and any agents or employees of Broker are not, and were not at any time, authorized to make any representations respecting this Agreement or the property other than those expressly set forth herein. Broker and any agents or employees of Broker do not assume any responsibility for the condition of the property or for the performance of this Agreement by any or all parties hereto. By signing this Agreement, Purchaser acknowledges that Purchaser has not relied on any representations made by Broker and any agents or employees of Broker, except those representations expressly set forth herein. In the event of any litigation between Seller and Purchaser concerning ratum of the deposit monies, Broker's sole responsibility may be met, at Broker's option, by paying the deposit monies into the court in which such litigation is pending, and Purchaser and Seller agree that upon payment of such deposit monies into court, neither Purchaser or Seller shall have any further right, claim, demand or action against Broker. In the event that any dispute arises under this Agreement between Seller and Purchaser resulting in Broker being made a party to any litigation, Seller and Purchaser, jointly and severally, agree to indemnify Broker for all costs, attorney's fees and legal expenses incurred by Broker as a result thereof, provided that such litigation does not result in a judgement against Broker for acting improperly under this Agreement.

23. FINAL AGREEMENT. Seller and Purchaser mutually agree that this Agreement shall be binding upon them, their and each of their respective heirs, personal representatives, administrators, successors and assigns. This Agreement contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Agreement of Sale.

24. GUARANTY FUND. NOTICE TO PURCHASERS AND ALL OTHER PARTIES HERETO. Any person aggrieved in accordance with Article 58, Section 217A of the Annotated Code of Maryland may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, as proven before the Maryland Real Estate Commission, in an amount not exceeding \$25,000 in consideration of any claim. A Purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim.

THIS IS A LEGALLY BINDING CONTRACT; IF YOU DO NOT UNDERSTAND, SEEK COMPETENT LEGAL COUNSEL.

Witness to Purchaser's Signature: Elizabeth R. Dyson (Signature) Purchaser's Signature: Robert R. English (Signature) (SEAL) Date: 3-24-87
Witness to Purchaser's Signature: [Signature] Purchaser's Signature: [Signature] (SEAL) Date: [Date]

APPROVAL BY SELLER. Seller hereby accepts the above Agreement this _____ day of _____, 19____, at _____ AM/PM, with the following changes: _____

Witness to Seller's Signature: Mureen F. Craven (Signature) Seller's Signature: Carol S. Craig Trustee (Signature) (SEAL) Date: 4/2/87
Witness to Seller's Signature: [Signature] Seller's Signature: [Signature] (SEAL) Date: [Date]

ACCEPTANCE BY PURCHASER. Purchaser hereby accepts the above changes made by Seller and accepts the above agreement this _____ day of _____, 19____, at _____ AM/PM.

Witness to Purchaser's Signature: [Signature] Purchaser's Signature: [Signature] (SEAL) Date: [Date]
Witness to Purchaser's Signature: [Signature] Purchaser's Signature: [Signature] (SEAL) Date: [Date]



P.O. BOX 337 - 301 E. WATER STREET - CENTREVILLE, MARYLAND 21813 - (301) 760-3308



FHA ADDENDUM

Special Provisions attached to and hereby made a part of the contract dated March 24th, 1987 on lot Parcel 47 Block Tax Map Page 46 Subdivision Hope-Ruthsours Road - Recorded Liber 107, Folio 302 Located at Queen Anne's County, Maryland by and between the undersigned Seller (hereinafter referred to as Seller) and John S. English and Ronnie L. English (hereinafter referred to as Purchaser.)

- A. It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposit or otherwise unless the Seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing cost(s) of not less than \$ Ninety-One Thousand and 00/100 (\$91,000) Dollars which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Purchaser should satisfy himself that the price and the condition of the property are acceptable. Paragraph A.1. is applicable only in the event that Purchaser places a Federal Housing Administration (FHA) insured loan. Purchaser shall exercise the above-mentioned privilege and option to proceed at the correct price which is over and above the FHA appraisal by giving the Seller notice of his intention to do so by the method provided in Paragraph 20 hereof. Said Notice shall be given within FIVE days after Purchaser receives the FHA appraisal. This contract is subject to FHA and lender's approval. If the aforesaid approval is not obtained, it is expressly agreed that the Purchaser shall be refunded his deposit and the contract shall be null and void. B. 1. FHA MORTGAGE & MORTGAGE INSURANCE PREMIUM. Purchaser agrees to pay mortgage insurance premium as required by FHA regulations. Purchaser has the right to pay the entire premium at the time of settlement or the portion of premium permitted by FHA regulations may be added to the loan amount and financed over the term of the loan. If the Purchaser elects to add the premium to the loan amount as aforesaid, the total loan amount shall consist of the loan amount of \$ 87,850 specified in Paragraph 2a of the Contract plus the mortgage insurance premium of approximately \$ 3,500. 2. FHA LOAN FEES. The Purchaser agrees to pay a loan origination fee of one percent (1%) of the loan as permitted by FHA regulations. The Purchaser also agrees to pay a loan discount fee of One percent (1%) of the total loan amount. The Seller agrees to pay a loan discount fee of 2.25 percent (2.25%) of the total loan amount. The above loan origination and discount fees are based on the present mortgage money market, and the Purchaser will comply with any reasonable change in said fees at the time of settlement, provided said change is permitted by FHA regulations and is due to a change in the mortgage money market. Any reduction in the loan origination fee and/or the discount fee shall be shared by the Seller and Purchaser on a basis equal to their respective proportionate obligation for the original total of said fees. 3. LENDER'S FEES. Lender's fees to the Seller, if any, shall be paid by the Seller. C. LOAN PROCESSING. All parties acknowledge that the processing of a government loan is not subject to specific time limitations. Nevertheless, Purchaser agrees to diligently pursue such loan commitment in accordance with Paragraph 2d of this contract. D. FHA GRADUATED PAYMENT PLAN. Purchaser understands that his monthly payments are estimated to increase as follows: \$ N/A PI Year 1 \$ N/A PI Year 2 \$ N/A PI Year 3 \$ N/A PI Year 4 \$ N/A PI Year 5 \$ N/A PI Year 6 It is further understood that the outstanding loan balance will increase during the graduated time period. The highest outstanding loan balance will be approximately \$ N/A which will occur during the N/A year. E. FHA TERMITE. Seller agrees to reimburse Purchaser's reasonable and customary amount for the cost of the termite inspection at settlement. Cost not to exceed \$ 45.00 for the inspection and report.

THIS IS A LEGALLY BINDING CONTRACT; IF YOU DO NOT UNDERSTAND, SEEK COMPETENT LEGAL COUNSEL.

4/2/87 (Date) (Signature) Crauen (Signature) David A. Craig (Signature) SELLER (Signature) John R. English (Signature) PURCHASER (Signature) Ronnie L. English (Signature) PURCHASER

*This Contract Form is Recommended by the Maryland Association of Realtors® and is the property of the Association. MARYLAND ASSOCIATION OF REALTORS®, INC. 2083 West Street Annapolis, Maryland 21401



CANDACE S. HAAS)	IN THE CIRCUIT COURT
Plaintiff/)	FOR
Counter Defendant)	ANNE ARUNDEL COUNTY, MARYLAND
vs.)	Civil Action No. 3212933
CHARLES H. HAAS)	
Defendant/)	
Counter Plaintiff)	

CONSENT ORDER

Upon consideration of the Stipulation and Motion for Entry of Consent Order, it is, this 19 day of May, 1987 by the Circuit Court for Anne Arundel County, Maryland,

ORDERED, that Carol S. Craig, Trustee, serve without bond as trustee and that the provisions of Maryland Rule BR3 be and are hereby waived regarding bond, and it is further

ORDERED, by agreement of the parties, that the fair market value of the property is Ninety One Thousand Dollars (\$91,000.00) as stated in the Contract of Sale dated March 24, 1987 and the provisions of Maryland Rule BR3 regarding appraisal of the property be and are hereby waived, and it is further

ORDERED, that Carol S. Craig, Trustee, be and is hereby authorized to sell the subject property (being that property the parties obtained by deed recorded in Liber 107, folio 302, among the Land Records of Queen Anne County, Maryland and being further known by the postal address of Route 1, Box 115-B, Centreville, Maryland 21617) pursuant to the aforesaid Contract

WEST, WEST & WRIGHT
ATTORNEYS AT LAW
8700 DONNELL DRIVE
SUITE 101
FORESTVILLE, MD 20747
738-6666

Page 2
Consent Order

of Sale, and it is further,

ORDERED, that the aforesaid Contract of Sale be and is hereby approved and that sale of the property be made pursuant to the terms thereof.

Robert S. Heise
JUDGE

SEEN AND CONSENTED TO:

151
Keith Krissoff, Attorney for
Candace S. Haas

Patricia Howell Deputy

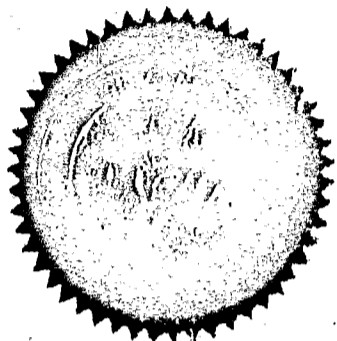
Paul D. Wright III
Paul D. Wright III, Attorney for
Charles H. Haas

Carol S. Craig
Carol S. Craig, Trustee

I 1987 167 I

STATE OF MARYLAND, Anne Arundel County. SCT:

I HEREBY CERTIFY, That the foregoing is a true copy of the
Consent Order filed in the
above entitled case, No. 3210933 in the Circuit
Court for Anne Arundel County.



GEN-21

IN TESTIMONY WHEREOF, I hereunto set my hand and
affix the seal of the Circuit Court for Anne Arundel
County this 28 day of
May, 1987.
H. Cole Salator

19 468

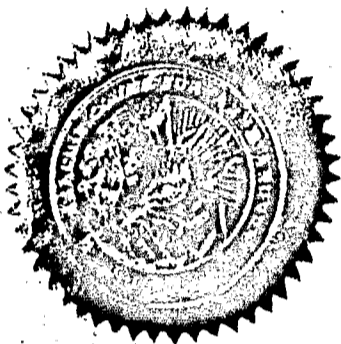
STATE OF MARYLAND, Anne Arundel County. SCT:

I HEREBY CERTIFY, That the foregoing is a true copy of the
Report of Sale and order of Court filed in the
above entitled case, No. 3212733 in the Circuit
Court for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and
affix the seal of the Circuit Court for Anne Arundel
County this 16th day of

August, 1987.

H. Ede Schaefer



CANDACE S. HAAS
Plaintiff/
Counter Defendant

vs.

CHARLES B. HAAS
Defendant/
Counter Plaintiff

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* Case No. 3212933
*

* * * * *

REPORT OF SALE AND PETITION FOR RATIFICATION

CAROL S. CRAIG, Court-appointed Trustee in the referenced matter, respectfully represents as follows:

1. She was appointed Trustee for the purpose of selling real property located at Route 1, Box 115B, Centreville, Queen Anne's County, Maryland on approximately March 6, 1987 in a Judgment of Absolute Divorce in the referenced matter.

2. Subsequent to her appointment, she was authorized to sell the aforesaid property in a Consent Order dated May 19, 1987 herein.

3. The aforesaid real property was sold by the said Trustee on approximately May 27, 1987 for the sum of Ninety-One Thousand Dollars (\$91,000.00) to JOHN R. ENGLISH and BONNIE L. ENGLISH, his wife, who, by Affidavit filed herein, stated that they were not acting as agents for anyone, that no others were interested as principals and that they neither directly nor indirectly discouraged anyone from bidding for

the said property.

4. A copy of the settlement sheet for the property which concluded on May 27, 1987 is attached hereto and incorporated herein.

WHEREFORE, your Trustee requests:

- A. That the Court accept the foregoing Report of Sale;
- B. That the Court ratify the sale as reported; and
- C. For such other and further relief as the nature of this cause may require.

/s/

 CAROL S. CRAIG
 196 West Street
 Annapolis, Maryland 21401
 (301) 268-6020
 Trustee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of June, 1987, a copy of the foregoing Stipulation and Motion for Entry of Consent Order was mailed, postage pre-paid, to Paul D. Wright, 196 West Street, Annapolis, Maryland, 21401, Attorney for Defendant/Counter-Plaintiff, and Keith Krissoff, 182 Duke of Gloucester Street, Annapolis, Maryland, 21401, Attorney for Plaintiff/Counter-Defendant.

/s/

 CAROL S. CRAIG

CANDACE S. HAAS
Plaintiff/
Counter Defendant

vs.

CHARLES B. HAAS
Defendant/
Counter Plaintiff

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* Case No. 3212933

* * * * *

AFFIDAVIT

BEFORE ME, a Notary Public duly sworn for the State of Maryland, County of Anne Arundel, personally appeared CAROL S. CRAIG, personally known to me and made oath in due form of law as follows:

1. She is over the age of eighteen years.
2. She has personal knowledge regarding the facts about which she has testified.
3. The sale of real property known as Route 1, Box 115B, Centreville, Queen Anne's County, Maryland, 21617 on approximately May 27, 1987 to JOHN R. ENGLISH and BONNIE L. ENGLISH, his wife, for the sum of Ninety-One Thousand Dollars (\$91,000.00) was fair, the same having been obtained through a listing of the property by Woodford and Associates, Realtors and advertising and showing of the property to the general public.

19 40 172

4. The Report of Sale is true and accurate to the best of her knowledge, information and belief.

IN WITNESS whereof I hereby set my hand and official seal.

Noreen F. Craven
NOREEN F. CRAVEN

My Commission Expires: 7/90

1987 19 473

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) to wit:

I HEREBY CERTIFY that on this 22 day of May, 1987, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. ENGLISH and BONNIE L. ENGLISH, and made oath in due form of law to the following:

That, with regard to the purchase of the real property known as Route 1, Box 1150, Hope-Ruthsberg Road, Centreville, Maryland, 21617, from Carol S. Craig, Trustee for Charles H. Haas and Candace Haas, they were not acting as agents for anyone, that no others were interested as principals, and that they neither directly nor indirectly discouraged anyone from bidding for the said property.

IN WITNESS whereof I hereby set my hand and official seal.

Michael G. Ramsey
NOTARY PUBLIC

My Commission Expires: 7-1-1990

CANDACE S. HAAS
Plaintiff/
Counter Defendant

vs.

CHARLES B. HAAS
Defendant/
Counter Plaintiff

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* Case No. 3212933
*

* * * * *

ORDER OF RATIFICATION

Upon consideration of the Report of Sale and Petition for Ratification and Affidavits filed herein, it is this *17th* day of June, 1987 by the Circuit Court for Anne Arundel County

ORDERED that the sale of the real property known as Route 1, Box 115B, Centreville, Queen Anne's County, Maryland to JOHN R. ENGLISH and BONNIE L. ENGLISH, his wife, for the sum of Ninety-One Thousand Dollars (\$91,000.00) be and is hereby ratified.

Robert S. Heise
JUDGE

J. DONALD BRADEN, ASSIGNEE
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Plaintiff

vs.

GARY A. MORRIS
Rt. 1, P.O. Box 18E
Sudlersville, MD 21668

and

SHEILA A. MORRIS
Rt. 1, P.O. Box 18E
Sudlersville, MD 21668

Defendants

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 86-0700

CIVIL 6609700#
LIV FEES 70.00

PL5310 0001 R01 T16704
07/11/86

ORDER TO DOCKET SUIT FOR FORECLOSURE OF MORTGAGE

Marguerite W. Mankin, Clerk:

Please docket suit as above entitled for foreclosure of the First Mortgage from Gary A. Morris and Sheila A. Morris, to the Queenstown Bank of Maryland, dated June 12, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 136, folio 681 and assigned to J. Donald Braden, Assignee, for the purposes of foreclosure on the 3rd day of July, 1986, said Assignment being duly recorded among the Land Records of Queen Anne's County on the 11th day of July, 1986; the

-1-

1986 JUL 11 PM 4:06
QUEEN ANNE'S COUNTY

1976 11 176

undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the nonpayment when due of principal and interest of the note secured by said mortgage.

Please also docket the attached certified copy of the First Mortgage and Assignment, Military Affidavit, and Bond.

J. Donald Braden
J. Donald Braden
Assignee for Purposes of Foreclosure
Morgan Building
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141
Plaintiff

/First

1978 JUN 23 11:47

THIS MORTGAGE, made this 12th day of June, 1978, by and between GARY A. MORRIS and SHEILA A. MORRIS, his wife parties of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Twenty Seven Thousand Five Hundred and no/100 Dollars (\$ 27,500.00) payable, with interest thereon from the date hereof at the rate of Ten (10 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

On Demand

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 23 AM 11:45
QUEEN ANNE'S COUNTY

JUN 23-78 * 26196 *****99
JUN 23-78 A #26196 *****90
JUN 23-78 A #26195 *****91

AND WHEREAS, the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, being more particularly described and set forth on a plat entitled, "Dell Foxx Estates, First Election District, Queen Anne's County, Maryland," by J. R. McCrone, Jr., Inc., registered surveyors and engineers, dated July, 1976, and recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. No. 3, folio 16, said lot being known and designated thereon as Lot No. 3 and containing 2.017 acres of land, more or less.

BEING all the same land conveyed unto the mortgagors herein by deed from Dennis R. Connor and William D. Perryman dated the 1st day of May, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 134, folio 704.

SHOULD the Title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the Indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Charles E. Smith his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 500.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

.....
.....
.....
.....
.....

Gary A. Morris (SEAL)
Gary A. Morris
..... (SEAL)
Sheila A. Morris (SEAL)
Sheila A. Morris
..... (SEAL)

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 12th day of June, 1978, before me, Doris R. Bitely, the undersigned officer, personally appeared GARY A. MORRIS and SHEILA A. MORRIS, his wife known to me to be the person (s) whose name (s) is/are subscribed to the within Instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Charles E. Smith, Agent for the within named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)
IN WITNESS WHEREOF I hereunto set my hand and official seal.

*Here insert the name of the officer who takes the acknowledgment.



Doris R. Bitely
Notary Public
My Commission Expires: 7/01/78

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber CWC No. 136, folio 681, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of July, 19 86.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of
the Circuit Court for Queen Anne's County.

Document No. 130 429

LIBER 255 PAGE 571

RECEIVED
CLERK OF THE CIRCUIT COURT

ASSIGNMENT

1986 JUL 11 PM 4:05

QUEEN ANNE'S COUNTY

OF DEED OF TRUST OR MORTGAGE

FROM Gary A. Morris and Sheila A. Morris, his wife
(Maker of trust or mortgage)

TO Queenstown Bank of Maryland AS RECORDED IN
(Trustee or mortgagee)

LIBER ONE NO. 136 FOLIO 681

MAIL TO Foster & Braden, P.O. Box 367, Stevensville, Maryland 21666

The Queenstown Bank of Maryland hereby assigns the attached mortgage to J. Donald Braden, assignee, for the purposes of foreclosure this 3rd day of July, 1986.

ATTEST:

QUEENSTOWN BANK OF MARYLAND

Patricia W. Conroy

By *Albert V. Stant* (SEAL)
Albert V. Stant, President

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 255, folio 571, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of July, 1986.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the Circuit Court for Queen Anne's County

19 AUG 1981

J. DONALD BRADEN, ASSIGNEE
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Plaintiff

vs.

GARY A. MORRIS
Rt. 1, Box 18E
Sudlersville, MD 21668

and

SHEILA A. MORRIS
Rt. 1, Box 18E
Sudlersville, MD 21668

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. PC-00700

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated June 12, 1978, in the gross amount of \$27,000.00 by Gary A. Morris and Sheila A. Morris to the Queenstown Bank of Maryland -----	\$24,960.89
With earned interest through June 10, 1986 ----- (Per diem interest rate: \$6.84)	1,105.12
Late charges through June 10, 1986 -----	172.38
Total	\$26,238.39

J. Donald Braden

 J. Donald Braden
 Assignee for Purposes of Foreclosure
 Morgan Building
 P.O. Box 367
 Stevensville, Maryland 21666
 (301) 643-2141

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 CLERK, CIRCUIT COURT
 1986 JUL 11 PM 4:12
 QUEEN ANNE'S COUNTY

11-182

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of July, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Donald Braden, Assignee for purposes of foreclosure, Plaintiff, and made oath in due form of law that the foregoing Statement of Mortgage Indebtedness by Gary A. Morris and Sheila A. Morris, under the above described mortgage note is true and correct.

WITNESS my hand and Notarial Seal.

Kathleen Johnson
Notary Public
My commission expires 7/1/90

19 JUL 1988

J. DONALD BRADEN, ASSIGNEE
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Plaintiff

vs.

GARY A. MORRIS
Rt. 1, Box 18E
Sudlersville, MD 21668

and

SHEILA A. MORRIS
Rt. 1, Box 18E
Sudlersville, MD 21668

Defendants

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 88-00700

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Donald Braden, Attorney for purposes of foreclosure, and made oath in due form of law that he knows of the Defendants herein, and that to the best of his information, knowledge and belief

(1) said Defendants are not in the military service of the United States,

(2) said Defendants are not in the military

-1-

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CLERK OF COURT
1988 JUL 11 PM 4:12
QUEEN ANNE'S COUNTY

11 MAR 1986

service of any nation allied with the United States,

(3) said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended,

(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me this 3rd day of July, 1986.

J. Donald Braden
J. Donald Braden
Attorney for Purposes of
Foreclosure

Kathleen Johnson
Notary Public
My commission expires: 7-1-90

J. DONALD BRADEN, ASSIGNEE	:	IN THE
Morgan Building	:	
P.O. Box 367	:	
Stevensville, MD 21666	:	CIRCUIT COURT
Plaintiff	:	
	:	FOR
vs.	:	
	:	QUEEN ANNE'S COUNTY
GARY A. MORRIS	:	
Rt. 1, P.O. Box 18E	:	MARYLAND
Sudlersville, MD 21668	:	
and	:	CIVIL ACTION NO. <u>86 00700</u>
SHEILA A. MORRIS	:	
Rt. 1, P.O. Box 18E	:	
Sudlersville, MD 21668	:	
Defendants	:	

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, J. Donald Braden and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-Five Thousand Dollars (\$35,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond ourselves and each of us, our and each of or heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this _____ day of _____, 1986.

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Gary A. Morris and Sheila A. Morris to the Queenstown Bank of Maryland, dated June 12, 1978, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 136, folio 681, by which the undersigned principal, being assignee of the foregoing mortgage, is authorized to exercise the

Sealed & returned to Don Braden, MD

power of the sale, and he is about to sell the land and premises in said mortgage, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded J. Donald Braden does and shall well, truly and faithfully perform the trusts reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any court in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

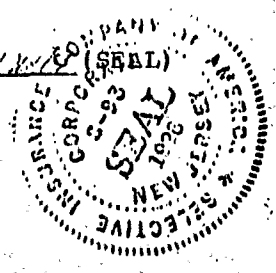
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

J. Donald Braden (SEAL)

ATTEST:

SELECTIVE INSURANCE COMPANY
OF AMERICA

BY: _____ (SEAL)
Attorney-in-Fact



STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY that the foregoing was truly taken and copied from Liber MWM No. 4, folio 100, a Bond Record Book for Queen Anne's County

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 16th day of July, 1986.

Marguerite W. Mankin
Marguerite W Mankin, Clerk of the
Circuit Court for Queen Anne's County

J. DONALD BRADEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
GARY A. MORRIS	:	QUEEN ANNE'S COUNTY
and	:	MARYLAND
SHEILA A. MORRIS	:	CIVIL ACTION NO. <u>8-0010</u>
Defendants	:	

AFFIDAVIT UNDER MARYLAND RULE W74 AND REAL PROPERTY ARTICLE SECTION 7-105

I hereby certify that on the 21st day of July 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, J. Donald Braden, Trustee, and made oath in due form of law that on the 20th day of July, 1986, he caused to be mailed by certified, return receipt requested, and regular mail to the mortgagors, a notice stating the time, place and terms of sale, a copy of which is attached hereto.

Richard S. Johnson
 Notary Public
 My commission expires 7/1/90

RECEIVED
 CLERK, CIRCUIT COURT
 1986 JUL 23 AM 10:25
 QUEEN ANNE'S COUNTY

Centreville, Md. 9/3 19 86

We Hereby Certify

That the annexed advertisement of
Ratification of sale
Civil No. 86-00700
was published in the RECORD

OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 20th day of Sept. 19 86

And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER/BAY TIMES was on the
20th day of Aug.

19 86, and the last insertion on the
3rd day of Sept.
19 86.

Publishers, Record Observer

Per *[Signature]*

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
J. DONALD BRADEN
vs.
GARY A. MORRIS and
SHEILA A. MORRIS
CIVIL NO. 86-00700

NOTICE REGARDING RATIFICATION OF SALE
NOTICE is hereby given this 12th day of August, 1986, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Merguerite W. Mankin,
Clerk
True Copy, Test:
Merguerite W. Mankin, Clerk
By: Betty M. Comegys,
Deputy Clerk

Filed: August 12, 1986
RB-8-20-3t-025

RECEIVED
CLERK, CIRCUIT COURT
1986 SEP -9 PM 4:11
QUEEN ANNE'S COUNTY

J. DONALD BRADEN, ASSIGNEE
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Plaintiff

vs.

GARY A. MORRIS
Rt. 1, P.O. Box 18E
Sudlersville, MD 21668

and

SHEILA A. MORRIS
Rt. 1, P.O. Box 18E
Sudlersville, MD 21668

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 86-00700

REPORT OF SALE

J. DONALD BRADEN, Assignee, respectfully reports unto
your Honor as follows:

That after default had occurred under the terms of the
subject Mortgage and at the request of the party secured
thereby, and said party assigned the Mortgage to J. Donald
Braden, Assignee, and after having given bond with security
for the faithful performance of his trust as required by law,
and after having given due notice of the time, place, manner
and terms of sale by advertisement inserted in the Queen

CLERK, CIRCUIT COURT

-1-

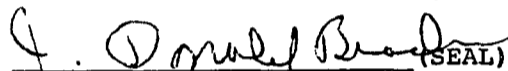
1986 AUG 12 AM 10:40
QUEEN ANNE'S COUNTY

19 1986

Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, once a week for at least three successive weeks before the day of sale, as will more fully appear by the printer's certificate to be filed herein, the said Trustee did attend the sale in front of the Queen Anne's County Courthouse, Centreville, Maryland, on August 5, 1986, at the hour of 3:00 p.m., and then and there did proceed to offer for sale the following property covered by Mortgage.

And your Assignee sold said property unto George H. and Helen M. Golt, Jr., Purchaser(s) at and for the sum of Forty-Six Thousand Dollars (\$46,000.00), the said Purchaser(s) being, at that price, the highest bidders therefor.

AND, as in duty bound, etc.


J. Donald Braden (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 11th day of August, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J. Donald Braden, Assignee, and made oath in due form of law that the

11 1992

facts stated in the foregoing Report of Sale are true, as
therein set forth, and that the sale thereby reported was
fairly made.

AS WITNESS my hand and Notarial Seal.

Richard Johnson
Notary Public
My commission expires: 7/1/90

J. DONALD BRADEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
GARY A. MORRIS, et al.	:	QUEEN ANNE'S COUNTY
Defendants	:	CIVIL ACTION NO. <u>86-05700</u>

AFFIDAVIT BY PURCHASER(S)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared George H. & Helen M. Holt, Jr. and made oath in due form of law that they attended the public sale held herein of the property at the Courthouse, Centreville, Maryland, which was held on August 5, 1986, pursuant to the terms of the sale, and that to the best of their information, knowledge and belief

- (1) by bid made by them the property was bought by them as principals,,
- (2) that no others were interested in said sale as principals,
- (3) that they did not directly or indirectly discourage anyone from bidding on said property.

George Holt, Jr.
Helen M. Holt

FILED
 CLERK, CIRCUIT
 1986 AUG 12 AM 10:40
 QUEEN ANNE'S COUNTY

19 40 194

Subscribed and sworn to before me this 5th day
of August, 1986.

Kathleen Johnson
Notary Public
My commission expires: 7/1/90

19 1986

J. DONALD BRADEN : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 GARY A. MORRIS, et al. : QUEEN ANNE'S COUNTY
 Defendants : CIVIL ACTION NO. 86-06708

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Trustee appointed in the captioned proceedings that I offered the property described in the annexed advertisement sale at public auction in front of the Queen Anne's County Courthouse, Centreville, Maryland on August 5, 1986, at 3:00 p.m. and sold same to GEORGE GOLT JR. at and for the sum of FOURTY SIX THOUSAND Dollars (\$46,000 ¹⁻⁰⁰/₁₀₀) said buyers being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO

By: Joseph A. Jackson Jr.
 Auctioneer

Kate M. Johnson
 Notary Public
 My commission expires: 7/1/90

RECEIVED
 CLERK, CIRCUIT COURT
 1986 AUG 12 AM 10:40
 QUEEN ANNE'S COUNTY

1986

19 AUG 1986

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

J. DONALD BRADEN, Assignee

vs.

GARY A. MORRIS

and

SHEILA A. MORRIS

Civil No. 86-00700

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 12th day of August, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marquerite W. Mankin

Marquerite W. Mankin,
Clerk

Filed: August 12, 1986

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY
FIRST ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Gary A. Morris and Sheila A. Morris, his wife, to the Queenstown Bank of Maryland, dated June 12, 1978, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 136, folio 681, the said mortgage having been assigned unto J. Donald Braden, Attorney, for purposes of foreclosure, on July 3, 1986, said assignment being duly recorded among the Land Records of Queen Anne's County; the undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the non payment when due of principal and interest of the note secured by said mortgage; the undersigned will offer at public auction in front of the Queen Anne's County Courthouse, Centreville, Maryland, at the hour of 3:00 p.m., on:

**Tuesday
Aug. 5, 1986**

the following described real estate, to wit:

"ALL that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, being more particularly described and set forth on a plat entitled, "Dell Foxx Estates, First Election District, Queen Anne's County, Maryland," by J. R. McCrone, Jr., Inc. registered surveyors and engineers, dated July, 1976, and recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. No. 3, folio 16, said lot being known and designated thereon as Lot No. 3 and containing 2.017 acres of land, more or less.

BEING the same land which by deed dated May, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 134, folio 704, was granted and conveyed by Dennis R. Connor, et al., unto the said Mortgagees.

SUBJECT to utility and roadway easements, and restrictive covenants, if any, of record.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

IMPROVEMENTS: Residence, sold in "as is" condition.

TERMS OF SALE: The purchaser shall be required to pay Three Thousand Five Hundred Dollars (\$3,500.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at Ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR 6 b 3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the terms of sale shall be within the times herein set forth, or the deposit shall be forfeited and the property resold at the risk and expense of the defaulting purchaser(s).

All improvements are sold in an "as is" condition and subject to such matters as an inspection of the premises and a modern survey would disclose.

J. DONALD BRADEN
Assignee for Purposes of Foreclosure
Morgan Building
Shopping Center Road
P. O. Box 367
Stevensville, Maryland 21666
Telephone (301) 643-2141

Joseph A. Jackson, Jr.
Auctioneer

RB 7-16 31 042

18 197

11 1986

LAW OFFICES
FOSTER & BRADEN
MORGAN BUILDING
SHOPPING CENTER ROAD
P. O. BOX 367
STEVENSVILLE, MARYLAND 21666

(301) 643-2141

MICHAEL R FOSTER
J. DONALD BRADEN

ANGELA D. PAAVOLA

CENTREVILLE OFFICE
119 LAWYERS ROW
CENTREVILLE, MARYLAND 21017

July 21, 1986

CERTIFIED AND REGULAR MAIL
RETURN RECEIPT REQUESTED

Mr. and Mrs. Gary A. Morris
Rt. 1, Box 18E
Sudlersville, Maryland 21668

Re: Foreclosure Sale
Lot No. 3, Dell Foxx Estates

Dear Mr. and Mrs. Morris:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the ,above-captioned property will take place at public auction to be held at the Queen Anne's County Courthouse, Centreville, Maryland, on August 5, 1986, at 3:00 p.m., and will be sold then and there to the highest bidder(s). A deposit of \$3,500.00, payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a xeroxed copy of an advertisement appearing in the Queen Anne's County Record Observer, a newspaper published in and for Queen Anne's County, setting forth in particulars.

A xeroxed copy of this letter is being sent to you by regular mail.

Very truly yours,

J. Donald Braden

bg

cc: Circuit Court for Queen Anne's County

Centreville, Md. 7/16 19 86

We Hereby Certify

That the annexed advertisement of
Assignee's sale

was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 6th day of Aug. 19 86.

And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER/BAY TIMES was on the
16th day of July

19 86, and the last insertion on the
30th day of July

19 86 CLERK, CIRCUIT COURT

1986 AUG -7 PM 4: 27

Per Queen Anne's County
M. H. Jones

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY
FIRST ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale con-
tained in a mortgage from Gary A. Morris and
Sheila A. Morris, his wife, to the Queenstown Bank
of Maryland, dated June 12, 1978, and recorded
among the Land Records of Queen Anne's County,
State of Maryland, in Liber C.W.C. No. 136, folio
681, the said mortgage having been assigned unto
J. Donald Braden, Attorney, for purposes of
foreclosure, on July 3, 1986, said assignment being
duly recorded among the Land Records of Queen
Anne's County; the undersigned being thereby
authorized to exercise the power of sale, default
having occurred in the terms thereof by reason of
the non-payment when due of principal and inter-
est of the note secured by said mortgage; the
undersigned will offer at public auction in front of
the Queen Anne's County Courthouse, Centreville,
Maryland, at the hour of 3:00 p.m., on:

**Tuesday
Aug. 5, 1986**

the following described real estate, to wit:
ALL that lot or parcel of land situate, lying and
being in the First Election District of Queen Anne's
County, State of Maryland, being more particularly
described and set forth on a plat entitled, "Dell
Foxy Estates, First Election District, Queen Anne's
County, Maryland," by J. R. McCrone, Jr., Inc.
registered surveyors and engineers, dated July,
1976, and recorded among the Plat Records of
Queen Anne's County, in Plat Book C.W.C. No. 3,
folio 16, said lot being known and designated
thereon as Lot No. 3 and containing 2.017 acres of
land, more or less.

BEING the same land which by deed dated May,
1978, and recorded among the Land Records of
Queen Anne's County in Liber C.W.C. No. 134,
folio 704, was granted and conveyed by Dennis R.
Connor, et al., unto the said Mortgagees.

SUBJECT to utility and roadway easements, and
restrictive covenants, if any, of record.

TOGETHER with the buildings and improve-
ments thereupon erected, made or being, and all
and every the rights, roads, ways, waters, privi-
leges, appurtenances and advantages to the same
belonging or in any way appertaining.

IMPROVEMENTS: Residence, sold in "as is"
condition.

TERMS OF SALE: The purchaser shall be re-
quired to pay Three Thousand Five Hundred
Dollars (\$3,500.00) of the purchase price in cash or
by certified check on the day of sale, the balance to
be paid within ten (10) days of the ratification of
the sale by the Circuit Court for Queen Anne's
County and to bear interest at Ten percent (10%)
from the day of sale to day of settlement, or all
cash on the day of sale as the purchaser(s) may
elect. Full possession will be given to the
purchaser(s) upon ratification of the sale and pay-
ment of the purchase price. Taxes and all other
assessments and charges will be adjusted to the
date of final settlement. All transfer expenses, in-
cluding deed, title papers, documentary stamps,
transfer tax, and notary fees to be paid by the pur-
chaser(s).

At the time and place of sale, the purchaser(s)
will be required to make affidavit as required by
Rule BR 6 b 3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the
terms of sale shall be within the times herein set
forth, or the deposit shall be forfeited and the
property resold at the risk and expense of the
defaulting purchaser(s).

All improvements are sold in an "as is" condition
and subject to such matters as an inspection of the
premises and a modern survey would disclose.

J. DONALD BRADEN

Assignee for Purposes of Foreclosure
Morgan Building
Shopping Center Road
P.O. Box 367

Stevensville, Maryland 21666
Telephone (301) 643-2141

Joseph A. Jackson, Jr.
Auctioneer

19 500

J. DONALD BRADEN, ASSIGNEE : IN THE CIRCUIT COURT
 vs. : FOR QUEEN ANNE'S COUNTY
 GARY A. MORRIS and : CIVIL NO. 86-00700
 SHEILA A. MORRIS : _____

FINAL RATIFICATION OF SALE
 AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 16th day of September, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.


RECEIVED
 CLERK, CIRCUIT COURT
 1986 SEP 16 PM 3:53
 QUEEN ANNE'S COUNTY

Clayton C. Carter

 Judge

Distribution:
 File
 Fiduciary(s)
 Court Auditor

Proof of Claim for Internal Revenue Taxes

1986-501


Form 4490
 (Rev. 5-82)

Department of the Treasury/Internal Revenue Service

In the Circuit Court
 for the Queen Anne's County

In the Matter of: Gary A. & Sheila A. Morris
 Rt. 1 Box 18-E
 Sudlersville, Maryland 21668

Docket Number	Civil # 86-00700
Kind of Proceeding	Mortgage Foreclosure
Taxpayer Identifying Number	
Social Security Number	225-72-8062
Employer Identification Number	

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Gary A. & Sheila A. Morris is justly and truly indebted to the United States for the amount of \$15,013.24 with interest as shown below.

2. This debt is for taxes due under the Internal Revenue laws of the United States as follows:

Kind of Tax	Period	Amount Due	Remarks	Date Tax Lien Arose
INCOME (Form 1040)	7912	\$ 915.25	Lien	06-02-80
Accrued interest to	12-15-86	2,057.82		
Accrued penalty to	"	454.75		
INCOME (Form 1040)	8012	.00	Lien	06-01-81
Accrued Interest to	12-15-86	83.07		
Accrued penalty to	"	.00		
INCOME (Form 1040)	8212	458.45	Lien	09-19-83
Accrued interest to	12-15-86	251.58		
Accrued penalty to	"	.00		
INCOME (Form 1040)	8312	7,892.81	Lien	10-22-84
Accrued interest to	12-15-86	2,044.76		
Accrued penalty to	"	854.75		
TOTAL		\$15,013.24		

Plus interest and failure to pay penalties at the rate of interest as provided by Internal Revenue Code of 1954, Sections 6621(a) and 6651(a)(2) from the due date of return until full payment is received.

- No part of this debt has been paid, and it is now due and payable at the Office of the District Director of Internal Revenue;
- There are no set-offs or counterclaims to this debt;
- Except for the statutory tax liens that arose on the above dates, the United States does not hold, to the deponent's knowledge or belief, any security or securities for this debt;
- No note or other negotiable instrument has been received for this debt or any part of it, nor has any judgment been rendered with respect to this debt; and
- This debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law: See section 3486 of the Revised Statutes (31 U.S.C. 191). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority may become personally liable for this debt under section 3487 (31 U.S.C. 192).

Subscribed and Sworn to Before Me On	Signature	<i>Tonia B. Swaps</i>
	Internal Revenue Service Title	Chief, Processing Unit
October 28, 1986 Month Day Year	Address	P.O. Box 1076 Baltimore, Maryland 21203
<i>Pamela L. Blane</i>	Expiration Date - July 1, 1990	NOTARY PUBLIC

Form 4490 (Rev. 5-82)

Part 1 - For Court (or Fiduciary, if required by local procedures)

\$ 10,000.00

Centreville, Maryland, September 13 1978

For Value received I, we, or either of us, jointly and severally promise to pay to the order of

THE QUEENSTOWN BANK OF MARYLAND

the sum of Ten Thousand and no/100 Dollars

Negotiable and payable at the Banking House in monthly installments of \$ 96.51 each, beginning on the 13 day of October 1978, together with interest to date of payment of each installment at the rate of 10% per annum on the full amount of balance of note.

Upon non-payment of any installment of principal or interest all remaining installments shall immediately become due and payable, at the option of the holder, the maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker, or makers, with or without notice, agree to pay 15% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof, with interest and costs, with all exception waived.

Mary A. Morris (SEAL)
Gary A. Morris (SEAL)
Sheila A. Morris (SEAL)
Sheila A. Morris (SEAL)

CURED BY Second mortgage on Lot 3,
Dell Fox Estates

DOCUMENT NO. 994

/First
THIS MORTGAGE, made this 13th day of September, 1978 by and between Gary A. Morris and Sheila A. Morris, his wife Parties of the first part, hereinafter referred to as MORTGAGOR, and Queenstown Bank of Maryland party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Ten Thousand and no/100 Dollars (\$ 10,000.00) payable, with interest thereon from the date hereof at the rate of Ten (10 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

The aforesaid indebtedness and the interest to accrue thereon shall be payable in two hundred forty equal consecutive monthly installments of principal and interest of Ninety Six Dollars and Fifty One Cents (\$96.51) each, commencing on the 13th day of October, 1978, and continuing on the same day of each successive month thereafter until the mortgage indebtedness shall have been paid in full.

AND WHEREAS, the better to secure the repayment of said loan, with interest, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, being more particularly described and set forth on a plat entitled, "Dell Foxx Estates, First Election District, Queen Anne's County, Maryland," by J. R. McCrone, Jr., Inc., registered surveyors and engineers, dated July, 1976, and recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. No. 3, folio 16, said lot being known and designated thereon as Lot No. 3 and containing 2.017 acres of land, more or less.

BEING all the same land conveyed unto the mortgagors herein by deed from Dennis R. Connor and William D. Perryman dated the 1st day of May, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 134, folio 704.

SHOULD the Title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided.

RECEIVED
CLERK. CIRCUIT COURT
1978 SEP 18 PM 2:14
QUEEN ANNE'S COUNTY

SEP 18-78 * 29937 *****42.00
SEP 18-78 A 29937 *****33.00
SEP 18-78 A 29936 *****9.00

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Charles E. Smith his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 500.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:
WITNESS:

Doris R. Bitely
Doris R. Bitely
Notary Public

Gary A. Morris (SEAL)
GARY A. MORRIS (SEAL)
Sheila A. Morris (SEAL)
SHEILA A. MORRIS (SEAL)

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 13th day of September, 1978, before me, * Doris R. Bitely, the undersigned officer, personally appeared GARY A. MORRIS and SHEILA A. MORRIS, his wife known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Charles E. Smith, Agent for the within named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Doris R. Bitely
DORIS R. BITELY
NOTARY PUBLIC
Queen Anne's Co., MD

Doris R. Bitely
Notary Public
My Commission Expires: 7/01/82

*Here insert the name of Notary Public who made the acknowledgment.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto, belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Charles E. Smith his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 500.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Doris R. Bitley
Notary Public

Gary A. Morris (SEAL)

Sheila A. Morris (SEAL)

Sheila A. Morris (SEAL)

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 13th day of September, 1978, before me, *Doris R. Bitley, the undersigned officer, personally appeared GARY A. MORRIS and SHEILA A. MORRIS, his wife, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Charles E. Smith, Agent for the within named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

*Here insert the name of Notary Public who made the acknowledgment.
DORIS R. BITLEY
NOTARY PUBLIC
Queen Anne's Co., Md.

Doris R. Bitley
Notary Public
My Commission Expires: 7/01/82

J. DONALD BRADEN, ASSIGNEE : IN THE
 Plaintiff : CIRCUIT COURT
 vs. : FOR
 GARY A. MORRIS and : QUEEN ANNE'S COUNTY
 SHEILA A. MORRIS : MARYLAND
 Defendants : CIVIL ACTION NO. 86-00700
 :

APPLICATION FOR PAYMENT OF SURPLUS

Queenstown Bank of Maryland, a Maryland Corporation, by J. Donald Braden and Foster & Braden, its attorneys, moves, pursuant to Maryland Rule W75 to have the surplus reported in this matter paid to satisfy its second mortgage.

1. According to the Land Records of Queen Anne's County, Maryland, the second mortgage of Queenstown Bank of Maryland recorded September 8, 1978, in Liber C.W.C. No. 140, folio 688, is the first priority for an application of the surplus.

2. The debt owed on said mortgage is principal \$8,251.98, interest \$714.97 until October 24, 1986, with a per diem thereafter of \$2.26, late charges of \$46.52, and attorneys' fees of \$1,352.02, a copy of the note and mortgage are attached hereto.

3. There are sufficient surplus proceeds to pay

CLERK, CIRCUIT COURT
 1986 OCT 29 PM 1:29
 QUEEN ANNE'S COUNTY

19 508

said claim.

J. Donald Braden
J. Donald Braden
Foster & Braden
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141
Attorneys for Queenstown Bank
of Maryland

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31st day of October, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. DONALD BRADEN, Attorney for the Queenstown Bank of Maryland, and he acknowledged the foregoing Application for Payment of Surplus to be his act.

WITNESS my hand and Notarial Seal.

James J. Guburg
Notary Public
My Commission Expires: 7/1/90

ORDER

The above application is approved for distribution,
subject to exceptions to the audit.

JUDGE

19 509

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

J. DONALD BRADEN, Assignee

v.

GARY A. MORRIS, et ux.

Civil #86-00700

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE

Sale Price, as reported	\$ 46,000.00	
Interest on \$ 42,500.00 @ 10%		
from 08/05/86 to 10/21/86		
as collected at settlement	897.53	
Real property taxes \$ 583.22		
from 07/01/86 to 10/21/86		
(See Report)	<u>98.18-</u>	

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION \$ 46,799.35

COMMISSIONS, to Fiduciary \$ 2,450.00-

ATTORNEY FEE, per MORTGAGE 500.00-

EXPENSES OF SALE

Court costs	\$ 212.00	
Advertising		
Notices of sale	310.44-	
Report of sale	83.58-	
Bond premium	140.00-	
Auctioneer's fee	115.00-	
Certified mail	<u>5.69-</u>	442.71-

AUDITOR'S COSTS
Postage & copies

11.56-

3,404.27-

NET AMOUNT AVAILABLE FOR DISTRIBUTION

\$ 43,395.08

RECEIVED
CLERK, CIRCUIT COURT
1987 DEC 16 PM 12:25
QUEEN ANNE'S COUNTY

19 510

AUDITOR'S ACCOUNT

Civil #86-00700

Page 2

INDEBTEDNESS DUE UNDER MORTGAGE

Per Statement of Debt

Principal	\$ 24,960.89-	
Interest to 06/10/86	1,105.12-	
Late charges	172.38-	
Interest on principal @ 10%		
06/10/86 to 10/04/86		
116 days @ \$6.84	<u>793.44-</u>	\$ 27,031.83-

AVAILABLE FOR DISTRIBUTION, as above

43,395.08

SURPLUS to be distributed as follows,
per claims filed (Note A)

\$ 16,363.25

Queenstown Bank of Maryland
Mortgage recorded 09/18/778
CWC 140, folio 688

Per claim filed (See Report)

Principal	\$ 8,251.98-	
Interest to 10/25/86	714.97-	
Interest 10/24/86 to 12/15/87		
1 year, 52 days	<u>942.72-</u>	9,909.67-

Internal Revenue Service
Per liens in Claim filed
October 29, 1987 (Note A)

6,453.58-

TOTAL REMAINING AFTER DISTRIBUTIONS

\$.00

Note A In addition to the amount shown above, Queenstown Bank is entitled to interest at the rate of \$2.26 from December 15, 1987, until the date of distribution of its surplus claim. The distribution to Internal Revenue Service will be reduced accordingly, except that it is entitled to any interest earned on funds held by the Fiduciary to the date of distribution to it.

NOTICE

The attached Account and Special Report were filed on December 16, 1987. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified. The amount allowed to each claimant is stated above on this page of the Account.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #86-00700. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me and as recited in the accompanying Report, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

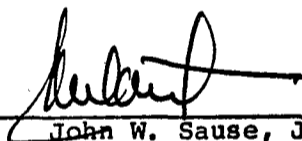
I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on December 16, 1987:

J. Donald Braden, Esquire
Post Office Box 367
Stevensville, Maryland 21666

Internal Revenue Service
Attention: Toma Brooks
Chief, Processing Unit
Post Office Box 1076
Baltimore, Maryland 21203

Gary A. Morris
Route 1 Box 18E
Sudlersville, Maryland 21668

Sheila A. Morris
Route 1 Box 18E
Sudlersville, Maryland 21668



John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

J. DONALD BRADEN, Assignee :
 v. : Civil #86-00700
 GARY A. MORRIS, et ux. :
 :
 : : : : :

REPORT OF AUDITOR

Certain differences between the attached Auditor's Account and the Amended Suggested Account received from the Assignee require explanation, as does the treatment of certain non-claiming lienholders. The Assignee filed a Suggested Account on October 27, 1986, and an Amended Account on October 29, 1986.

Property taxes

The Amended Suggested Account charges \$186.53 as the Estate's portion of real property taxes for the fiscal year beginning July 1, 1986. The accompanying tax bill shows the total amount of those taxes to be \$583.22, if paid on September 30, 1986, which is the date of settlement indicated in the Amended Suggested Account. On that basis, taxes for the period from July 1 to a September 30 settlement date is \$147.20 (92 days x \$1.60). The original Suggested Account shows the date of settlement as October 21, 1986 (which is the date of the deed recorded at MWM 263, folio 520). (Although not exactly to the penny, it appears that interest was based upon the same date. Using October 21 and the interest-inclusive figure for tax payment in October (\$589.05), the Estate's portion would be \$181.93 (113 days x \$1.61).

Still a third figure is deducible from the synopsis of a settlement statement which accompanied the original Suggested Account. It reflects that \$490.87 was collected from the purchasers against the tax liability; and, assuming an October settlement date, the difference chargeable to the Estate would be \$98.18. This is the amount reflected in the original Suggested Account, although it is not susceptible of confirmation by per diem calculation using either settlement date.

The difference between taxes due in October 1986 (\$589.05) and \$490.87 collected from the purchaser is accepted in the Auditor's Account.

Late charges

The Statement of Debt filed when the action was instituted reflects "Late Charges" of \$172.38. The Suggested Account reflects additional late charges of \$53.04, which have not been allowed.

Late charges are defined in the Mortgage to be the greater of \$2 or 5% of the amount of the delinquent installment. Since acceleration of the entire balance is implicit in the institution of the action, the "installment" due after the institution of foreclosure would be the entire balance of principal and interest -- producing a late charge of \$1,303.30. If added to the commissions and fees allowable as a result of the foreclosure, such a charge would be a penalty of the highest order.

More to the point, perhaps, is the fact that the Mortgage states the purpose of the late charge to be "to cover the extra expense involved in handling delinquent payments". After the action is instituted, that purpose is fully satisfied by the commissions, fees and expenses allowed or allowable in the audit.

Surplus

After deducting expenses, principal and interest due under the Mortgage from the amount realized from the sale, a surplus some \$16,000 remains. In compliance with Second Circuit Rule 12, the Assignee furnished a "suggested distribution" and "an affidavit stating that he has examined all appropriate public records, and based thereon together with any other knowledge he possesses, he believes the distribution of the funds should be authorized as set forth in the suggested account".

Accordingly, the Assignee has disclosed that, in addition to the mortgage which was foreclosed, 4 entities hold 9 liens on the property:

<u>Recorded</u>	<u>Due to</u>	<u>Reported due</u>
09/08/78	Bank	\$ 9,513.47
11/03/80	IRS	2,443.21
06/12/81	State	814.35
02/19/82	IRS	188.57
09/05/84	Hospital	333.85

19 514

09/13/84	Hospital	131.50
05/08/85	State	2,227.65
07/19/85	IRS	2,310.59
08/01/85	IRS	7,381.81

Only Queenstown Bank and IRS have filed claims in this action.

The question naturally arises as to whether the surplus should be distributed on the basis of priority as so reported, or confined to creditors filing claims. These are to be distinguished from creditors to whom pre-sale notice is to be given under Real Property Article §7-102 (c) and Rule W74 a 2 (c) or the Internal Revenue Code (see Gordon on Foreclosures, §13.03).

Status of non-filing creditors

By requiring that the fiduciary should suggest distribution based upon his examination of "all appropriate public records and . . . any other knowledge he possesses", Local Rule 12 is at least susceptible to the interpretation that distribution is to be made on the basis of claims so disclosed. On the other hand, Rule W75 a provides that:

Upon a sale of mortgaged property pursuant to this Subtitle, a person claiming an interest in the equity of redemption may apply to the court ratifying the sale to have the surplus of the proceeds of sale, after payment to the mortgagee of his claim and expenses, paid over to such person, or so much thereof as will satisfy his claim, and the court shall order distribution of such surplus equitably among the claimants thereto [emphasis supplied].

In my opinion, these provisions, which have their origin in a statute passed in 1826, plainly contemplate that only persons who have taken affirmative action are entitled to any distribution in a foreclosure proceeding.

In Winn v. Albert, 2 Md.Ch. 169, 177, decided in 1851, the Chancellor stated that:

As a general rule, certainly no claim should be stated or noticed by the auditor, unless filed in the cause in which the fund is to be distributed; that is, he is not to examine the files of other causes for the purpose of finding claims against the party, the proceeds of whose estate he is distributing . . . [except] where he is refer-

red to the claims thus filed in another cause . . . and is instructed to state them

Miller, Equity Jurisprudence, §§538-541, makes it clear that a formal claim is necessary; and in Brown v. Thomas, 46 Md. 636, a partition proceeding in which the assignee of one of the owners of the land "without the formality of petition, appeared in the cause for the first time, and, describing herself as assignee . . . excepted to the auditor's accounts" (46 Md. at 639), it was held, at 641:

With us the practice is of a less formal nature than in England; but such assignee, under our practice, in a case like the present, is required to present his claim by petition, and establish his title by legal and competent evidence, before he can claim an order securing to him the benefit of the assignment [T]he assignment did not prove itself; and being filed in the cause at the time and in the manner it was, no exception is required . . . to exclude it from consideration in this Court.

The short of the matter is that, Local Rule 12 notwithstanding, a creditor has no place at all in the action unless and until a proper claim has been filed. Rule 2-543 seems to recognize that fact in its requirements that notice of hearings be given to "all parties and to all persons who have filed a claim [emphasis supplied]" and that notice of the filing of an account need be sent only to "each party and claimant [emphasis supplied]". To be sure, a claim may under some circumstances be filed and allowed up until the time of actual distribution of the surplus funds. Miller, §540. But, until it is filed, a creditor is not entitled to any consideration whatsoever.

Accordingly, no consideration has been given to the status of the non-filing creditors, nor has any notice been sent to them. Distribution is made, first, to Queenstown Bank under its claim filed October 29, 1986, and the balance in discharge of the indebtedness due the Internal Revenue Service under its claim filed on the same date.

Attorney fees in surplus claim

Queenstown Bank, whose mortgage of June 12, 1978, is the subject of this foreclosure, also held a second mortgage dated September 13, 1978. The latter mortgage secures a note which provides, inter alia, that "the maker, or makers . . . agree to pay 15% for collection, and

authorize any attorney of record to appear in any Court . . . and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof"

In its claim for application of the surplus proceeds of sale to the satisfaction of indebtedness under the second mortgage, Queenstown Bank seeks the balance due on the principal of the note, interest and late charges of \$9,013.47, and "attorneys' fees of \$1,352.02", being 15% of the total otherwise due. There are at least two reasons why these fees are not allowable in this proceeding.

First, the Bank has no standing to claim surplus under the note itself. Rule W75 a requires that a claimant have "an interest in the equity of redemption". That interest arises only under the second mortgage; it, rather than the note, provides the requisite interest in the real property (and thus the surplus fund). Union Trust Co. v. Biggs, 153 Md. 50, 55. The terms of the mortgage control the amounts allowable from surplus.

The second mortgage expressly refers to the fact that the loan which it secures is "evidenced by" a promissory note and that the second mortgage is given "the better to secure the repayment of said loan, with interest". However, aside from those references in its preamble, the second mortgage alludes only one other time to the note -- in stating the condition of the mortgage, it is provided that "said principal sum of money loaned . . . and the interest thereon, as evidenced by the promissory note . . . shall be paid when due".

The closest which the second mortgage comes to covering items which are not principal or interest are (1) its reference to "default" as being "default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage" and (2) its direction that, in any foreclosure of the second mortgage, preferential distribution is to be made to the mortgagee with respect to "all claims of the Mortgagee, whether the same have matured or not". Whether "all claims" would include attorneys' fees need not be decided here; the entire clause is inapplicable, since this is not a foreclosure of the second mortgage.

The short of the matter is that, presented as a claim in this proceeding, the second mortgage purports to secure no more than the principal debt and interest which it secures.

A second and independent reason why the fees are not allowable here is inherent in the nature and scope of

provisions for attorneys' fees in promissory notes. The general character of such provisions was discussed at some length at pages 9-11 of the Report filed in Chancery #6718, of which the Court may take judicial notice.

The general thread of the cases is that provisions for attorney fees are contracts of indemnity and are payable only for services actually rendered. In Webster v. People's Loan Etc. Bank, 160 Md. 57, a note provided for confession of judgment and "10% attorney's fees for collection". The Court of Appeals noted, at 60, that:

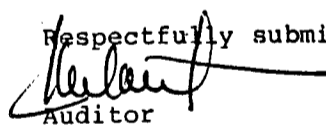
According to the terms of the note, no judgment or lien for an attorney's fee could be entered and no charge made until the entry of judgment for the principal debt or deficiency; the only authority to charge the fees having been included in the provision for judgment"

It was held, at 62:

The judgments for the principal debt and the fees or commissions are both payable by the defendant to the plaintiff, the latter by way of indemnity, to the extent stipulated, for the purpose of employing an attorney to collect by suit at law the principal debt. The commission entered is not a gratuity to which the attorney is entitled upon the entry of his appearance for the plaintiff, but is payable for services rendered as the judgment is collected, and at the rate or in the proportions stated in the contract or order of court. [Emphasis supplied]

In American Nat. Bank v. Mackey, 247 Md. 319, where it was held that a person making a foreclosure sale may not receive fees due under the note, as well as those due under the mortgage. Since the fees here are not claimed with respect to the mortgage which was foreclosed, but to an entirely different instrument, that case is factually distinguishable; but its underlying principles remain apposite. As the Court of Appeals said in commenting upon that case in Mortgage Ins. v. Citizens Bank, 278 Md. 505, 508, "[a] collection fee is not applicable to both mortgage and mortgage note".

It thus appears to me that attorneys' fees may not be allowed as part of the claim.

Respectfully submitted,

Auditor

16 December 1987

19 DEC 518

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

J. DONALD BRADEN, Assignee

v.

GARY A. MORRIS, et ux.

Civil #86-00700

AMENDED AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE

Sale Price, as reported	\$ 46,000.00	
Interest on \$ 42,500.00 @ 10%		
from 08/05/86 to 10/21/86		
as collected at settlement	897.53	
Real property taxes \$ 583.22		
from 07/01/86 to 10/21/86		
(See Report)	<u>98.18-</u>	

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CLERK, CIRCUIT COURT
QUEEN ANNE'S COUNTY
1987 DEC 17 PM 3:09

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION

\$ 46,799.35

COMMISSIONS, to Fiduciary \$ 2,450.00-

ATTORNEY FEE, per MORTGAGE 500.00-

EXPENSES OF SALE

Court costs	\$ 212.00-	
Advertising		
Notices of sale	310.44-	
Report of sale	83.58-	
Bond premium	140.00-	
Auctioneer's fee	115.00-	
Certified mail	<u>5.69-</u>	866.71-

AUDITOR'S COSTS

Postage & copies 11.56-

3,828.27-

NET AMOUNT AVAILABLE FOR DISTRIBUTION

\$ 42,971.08

INDEBTEDNESS DUE UNDER MORTGAGE

Per Statement of Debt

Principal	\$ 24,960.89-	
Interest to 06/10/86	1,105.12-	
Late charges	172.38-	
Interest on principal @ 10%		
06/10/86 to 10/04/86		
116 days @ \$6.84	<u>793.44-</u>	\$ 27,031.83-

AVAILABLE FOR DISTRIBUTION, as above

42,971.08SURPLUS to be distributed as follows,
per claims filed (Note A)

\$ 15,939.25

Queenstown Bank of Maryland
Mortgage recorded 09/18/778
CWC 140, folio 688
Per claim filed (See Report)

Principal	\$ 8,251.98-	
Interest to 10/25/86	714.97-	
Interest 10/24/86 to 12/15/87		
1 year, 52 days	<u>942.72-</u>	9,909.67-

Internal Revenue Service
Per liens in Claim filed
October 29, 1987 (Note A)6,029.58-

TOTAL REMAINING AFTER DISTRIBUTIONS

\$.00

Note A In addition to the amount shown above, Queenstown Bank is entitled to interest at the rate of \$2.26 from December 15, 1987, until the date of distribution of its surplus claim. The distribution to Internal Revenue Service will be reduced accordingly, except that it is entitled to any interest earned on funds held by the Fiduciary to the date of distribution to it.

Note B This Amended Auditor's Account is filed to correct the fact that the "Court Costs" of \$212 were erroneously credited (rather than charged) to expenses in the Account filed on December 16, 1987. The Report filed on that date is incorporated here by reference.

NOTICE

The attached Amended Account was filed on December 17, 1987. Exceptions to the Amended Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified. The amount allowed to each claimant is stated above on this page of the Account.

11 520

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #86-00700. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me and as recited in the accompanying Report, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

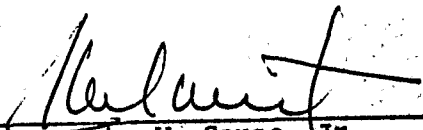
I further certify that copies of the Amended Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on December 17, 1987:

J. Donald Braden, Esquire
Post Office Box 367
Stevensville, Maryland 21666

Internal Revenue Service
Attention: Toma Brooks
Chief, Processing Unit
Post Office Box 1076
Baltimore, Maryland 21203

Gary A. Morris
Route 1 Box 18E
Sudlersville, Maryland 21668

Sheila A. Morris
Route 1 Box 18E
Sudlersville, Maryland 21668


John W. Sause, Jr.
Auditor

19 5:21

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

J. DONALD BRADEN, Assignee :
 :
 v. : Civil #86-00700
 GARY A. MORRIS, et ux. :
 :
 : : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Amended Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of December 17, 1987, the date when the Amended Account was filed, it is this *6th* day of *January*, 1988,

ORDERED that the Amended Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clayton C. Carter
 JUDGE
 1988 JAN -6 PM 1:31
 QUEEN ANNE'S COUNTY

10-15-87

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES
Foster & Braden
P.O. Box 367
Stevensville, Maryland 21666

Plaintiffs

vs.

CARL EDWARD DAVIS
Rt. 1, Box 4M
Grasonville, Maryland 21638

Defendant

* * * * *

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO.

CIVIL S. 2701152H
CIV FEES 70.00
RECD FEE 15.00
RECD FEE .50

H004680 C001 R00 T08:49
10/16/87

ORDER TO DOCKET SUIT FOR FORECLOSURE OF MORTGAGE

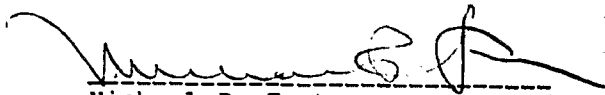
Marguerite W. Mankin, Clerk:

Please docket suit as above entitled action for foreclosure of the Mortgage from Carl Edward Davis to the Queenstown Bank of Maryland, dated May 21, 1985, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 201 and assigned to Michael R. Foster and J. Donald Braden, Assignees, for purposes of foreclosure on October 14, 1987, said Assignment being duly recorded among the Land Records of Queen Anne's County contemporaneous herewith, the undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the nonpayment when due of principal and interest of the note secured by said mortgage.

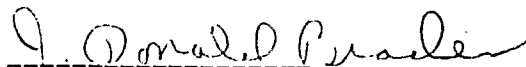
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CLERK OF COURT
1987 OCT 16 AM 8:45
QUEEN ANNE'S COUNTY

19 APR 5 23

Please also docket the attached original of the
Mortgage and certified copy of the Assignment, Military
Affidavit, and Statement of Indebtedness, and Bond.



Michael R. Foster



J. Donald Braden
Assignees for the Purposes
of Foreclosure
Foster and Braden
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141
Plaintiffs

11 5:44

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 27-0-112

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated May 21, 1985, in the gross amount of \$4,800.00 by Carl Edward Davis to the Queenstown Bank of Maryland -----	\$4,631.12
With earned interest through September 21, 1987 -----	367.87
Late charges through September 21, 1987 -----	88.32
Total	\$5,087.31



Michael R. Foster

J. Donald Braden
J. Donald Braden
Assignees for the Purpose of
Foreclosure
Foster & Braden
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141

STATE OF MARYLAND)
)
QUEEN ANNE'S COUNTY)

TO WIT:

I HEREBY CERTIFY, that on this 15th day of

-1-

1987 OCT 16 AM 8:45
QUEEN ANNE'S COUNTY

19 5.25

October, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Foster and J. Donald Braden, Assignees for the purpose of foreclosure, Plaintiffs, and made oath in due form of law that the foregoing statement of mortgage indebtedness by Carl Edward Davis under the above described mortgage note is true and correct.

WITNESS my hand and Notarial Seal.

Thomas J. McLaughlin
Notary Public
My commission expires: 7/1/90

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-6112

* * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that, before me, the subscriber,
a Notary Public of the State and County aforesaid, personally
appeared J. Thomas Rhodes, Jr., Vice President of the
Queenstown Bank of Maryland, and made oath in due form of law
that he knows of the Defendant herein, and that to the best of
his information, knowledge and belief

(1) said Defendant is not in the military
service of the United States,

(2) said Defendant is not in the military
service of any nation allied with the United States,

(3) said Defendant has not been ordered to
report for induction under the Selective Training and Service
Act of 1940, as amended,

(4) said Defendant is not a member of the

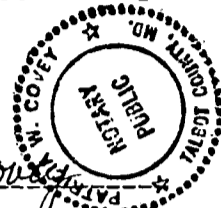
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CLERK, CIRCUIT COURT
1987 OCT 16 AM 8:45
QUEEN ANNE'S COUNTY

Enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me this 6th day of October, 1987.

J. Thomas Rhodes, Jr.
J. Thomas Rhodes, Jr.
Vice President of the
Queenstown Bank of Maryland

Patricia W. Covey
Notary Public
My commission expires: 7/1/90



MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-01152

* * * * *

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Michael R. Foster and J. Donald Braden, Assignees for the purpose of foreclosure, and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars (\$5,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of October, 1987.

WHEREAS, the above bounded principals, by virtue of the power contained in the mortgage from Carl Edward Davis to the Queenstown Bank of Maryland, dated May 21, 1985, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 232, folio 201, by which the undersigned principals, being assignees of the foregoing mortgage, are authorized to exercise the power of sale, and they are about to sell the land and premises in said mortgage, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Michael R. Foster and J. Donald Braden do and shall well, truly and faithfully perform the trusts reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any

-1-

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QUEEN ANNE'S COUNTY *Quoted approved*

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

court in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principals have hereunto set their hands and seals and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Michael R. Foster

Michael R. Foster (SEAL)

Michael R. Foster

J. Donald Braden

J. Donald Braden (SEAL)

J. Donald Braden

ATTEST:

SELECTIVE INSURANCE COMPANY
OF AMERICA

Marie Hanfuttig

BY: Marie Hanfuttig (SEAL)
Attorney-in-Fact



19 530

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, THAT the foregoing was truly taken and copied from Liber
MWM No. 4, folio 220, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto
subscribe my name and affix the
Seal of the Circuit Court for
Queen Anne's County, Maryland
this 26th day of October, 1987

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's County

THIS MORTGAGE, made this 21st day of May, 1985, by and between CARL EDWARD DAVIS, Mortgagor; and QUEENSTOWN BANK OF MARYLAND, a body corporate of the State of Maryland, Mortgagee;

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due and payable on or before the 21st day of May, 1990.

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage as additional security.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Mortgagor hereby grants and conveys unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

PARCEL ONE

ALL that lot or parcel of land situate, lying and being in the village of Grasonville in the Fifth Election District of Queen Anne's County, Maryland, bounded on the north by Parcel Two hereinafter described, on the south by the property of or formerly of Mary Turner, on the east by a lane or street known as Melvin Avenue and on the west by the property of or formerly of A. J. Roe, with a frontage of thirty-five (35) feet on said Melvin Avenue and running back therefrom with an even width of thirty-five (35) feet a distance of One Hundred Forty-five (145) feet, more or less to the aforesaid Roe property.

PARCEL TWO

ALL that lot or parcel of land situate, lying and being in Grasonville in the Fifth Election District of Queen Anne's County, Maryland, and fronting on the west side of Melvin Avenue, a road or lane leading south from the Queenstown-Grasonville Road, said lot adjoining Parcel One on the south, adjoining the property of Harford Leon Young and wife on the north, the property of A. J. Roe on the west and having a frontage of Twenty (20) feet on said Melvin Avenue and running back therefrom with an even width of twenty (20) feet for a distance of One Hundred and Forty (140) feet, more or less, to the aforesaid Roe property.

BEING the same land granted and conveyed unto Mamie Davis for life with power to sell during her lifetime, the remainder unto Carl Edward Davis, by deed from Connie L. Hutson, dated September 28, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 219, folio 735, the said Mamie Davis having departed this life on the 31st day of March, 1985, having failed to exercise said power during her lifetime, thereby vesting absolute title in Carl Edward Davis.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby,

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QUEEN ANNE'S COUNTY

each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this Mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, including, but not limited to, the payment of late charges, or any renewals or extensions, and that they hereby expressly waive the benefits of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, flood, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent to the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or Michael R. Foster, its attorney, after such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.
2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale; or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First to the payment of all expenses incident to the sale including a counsel fee of \$500.00 for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.
3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.
4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.
5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.
6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any

11-511
BOOK 232-204

of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations herein imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signature and seal of the Mortgagor:

WITNESS:

Michael R. Foster Carl Edward Davis (SEAL)
Carl Edward Davis

MTG DT ON
RECD FEE 18.00
POSTAGE .50
RECD TAX 19.80
SUBTOTAL 38.30

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

On this the 1st day of May, 1985, before me, undersigned officer, personally appeared CARL EDWARD DAVIS, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared Michael R. Foster, Agent of the secured party, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the execution and delivery of this mortgage by the Mortgagor, and he further made oath that he is the Agent of the party secured by the foregoing mortgage and as such is duly authorized to make this Affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lauren J. Seleng
Notary Public
My commission expires: 7/1/86



10/30/87

No. 191,578 RECEIVED FOR RECORD

1987 OCT 16 AM 8:44

ASSIGN RECD FEE 08 13.00

QUEEN ANNE'S COUNTY

Assignment

OF MORTGAGE FROM Queenstown Bank of Maryland

TO Michael R. Foster and J. Donald Braden AS RECORDED IN

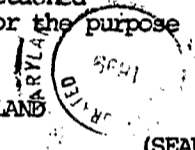
LIBER MWM NO. 232 FOLIO 201

MAIL TO Place in Civil Case No. 87-01152

The Queenstown Bank of Maryland hereby assigns the attached mortgage to Michael R. Foster and J. Donald Braden, Assignees, for the purpose of foreclosure this 14th day of October, 1987.

ATTEST:
Patricia W. Orvey

QUEENSTOWN BANK OF MARYLAND
By: Albert V. Stant (SEAL)
Albert V. Stant, President



1987 NOV 5 30

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-01152

* * * * *

AFFIDAVIT OF COMPLIANCE
WITH NOTICE REQUIREMENTS OF RULE W74a2(c)

We do hereby certify that notice of the time, place and terms of sale was mailed on the 16th day of October, 1987, by United States certified mail, postage prepaid, to the last known address of:

(i) The mortgagor - Carl Edward Davis

(ii) The present owner of the property - same as (i) above.

(iii) The holders of a recorded subordinate mortgage or other recorded subordinate interest in the mortgaged property having recorded in the Land Records of Queen Anne's County a request for notice of sale ----- NONE OF RECORD.

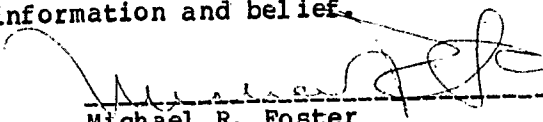
As of the date of the first publication of notice of this foreclosure sale, a review of the Land Records of Queen Anne's County together with the Clerk's Docket for Requests of Notice of Sale was conducted and revealed the information set forth in paragraph (i), (ii) and (iii) above.

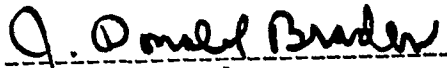
We solemnly affirm under the penalties of perjury

1987 NOV -3 AM 9:58
QUEEN ANNE'S COUNTY

10 JAN 537

that the contents of the foregoing affidavit are true to the best of our knowledge, information and belief.


Michael R. Foster


J. Donald Braden
Assignees for the Purpose
of Foreclosure
Foster & Braden
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-01152

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Michael R. Foster and J. Donald Braden, Assignees of the mortgage from Carl Edward Davis to the Queenstown Bank of Maryland, dated May 21, 1985, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 201 and assigned to Michael R. Foster and J. Donald Braden, Assignees for the purpose of foreclosure on October 14, 1987, said assignment being duly recorded among the Land Records of Queen Anne's County on October 16, 1987; the undersigned attorneys being thereby authorized to exercise the power of sale, after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and

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1987 NOV 13 AM 9:56
QUEEN ANNE'S COUNTY

interest of the note secured by said mortgage, the said Michael R. Foster and J. Donald Braden, Assignees, filed in this Honorable Court their order to docket suit to foreclose said mortgage, accompanied by the said mortgage, their sworn statement as to the mortgage indebtedness and their bond given to the State of Maryland, executed by them and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety on the full and just sum of Five Thousand Dollars (\$5,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's County Record Observer, a newspaper published in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than 30 days and not later than ten (10) days before the date of sale, by registered mail to the mortgagor, at his last known address, notice of the

17-511

time, place and terms of sale, the said Michael R. Foster and J. Donald Braden, Assignees, did attend, at the Queen Anne's County Circuit Court House, Centreville, Maryland, at the hour of 11:00 a.m., Eastern Time, on Tuesday, November 10, 1987, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of and land, together with the improvements thereon situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above-mentioned mortgage, and Advertisement of Sale unto Peter H. Turkopuls, he being then and there the highest bidder therefore, at and for the sum of Twenty-Six Thousand Five Hundred Dollars (\$26,500.00).

The undersigned is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

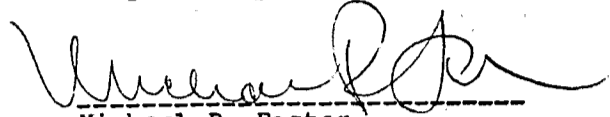
The Affidavit by Purchaser, required by the Maryland Rules, and the Certificate of the Auctioneer are attached hereto, and the Certificate of the Advertisement of Sale is filed contemporaneously herewith.

This report states the amount of sale to be

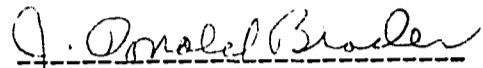
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Twenty-Six Thousand Five Hundred Dollars (\$26,500.00).

Respectfully submitted,



Michael R. Foster



J. Donald Braden
Assignees for the Purpose
of Foreclosure
Foster & Braden
P.O. Box 367
Stevensville, Maryland 21666

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 1152

* * * * *

CERTIFICATE OF AUCTIONEER

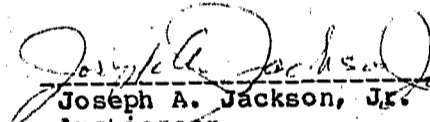
I HEREBY CERTIFY, that I did sell at public
auction, on the premises at Grasonville, Maryland, on November
10, 1987, at 11:00 a.m., Eastern Time, the following property:

Carl Edward Davis property located on
Melvin Avenue in Grasonville, Fifth Election
District, Queen Anne's County, Maryland.
Together with the buildings and improvements

thereupon erected, made or being, and all and every the
rights, roads, ways, waters, privileges, appurtenances and
advantages to the same belonging or in anyway appertaining.

The property was sold unto the highest bidder,

Peter H. Turkopuls , at and for the sum of \$26,500.00



Joseph A. Jackson, Jr.
Auctioneer

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. _____

* * * * *

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that I, *Peter H. Turkopuls*, purchaser at the foreclosure sale of this cause, being duly authorized to do so, did purchase all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this cause and that no others are interested in said sale as principal or principals; and that I did not directly or indirectly discourage anyone from bidding on said property at the public auction held on the premises at Grasonville, Maryland on November 10, 1987, at 11:00 a.m., Eastern Time.

I, *Peter H. Turkopuls*, solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Peter H. Turkopuls

11 514

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER and
J. DONALD BRADEN, Assignees

vs.

CARL EDWARD DAVIS

Civil No. 87-01152

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 13th day of
November, 1987 that the sale of the real
property made and reported in this action will be
ratified after the expiration of one month from the
date hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be published
in a newspaper published in Queen Anne's County at least
once a week in each of three successive weeks before the
expiration of one month from the date hereof.

Filed: November 13, 1987

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

19 4515 224

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-01152

* * * * *

AMENDED BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Michael R. Foster and J. Donald Braden, Assignees for the purpose of foreclosure, and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-Six Thousand Five Hundred Dollars (\$26,500.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of October, 1987.

WHEREAS, the above bounded principals, by virtue of the power contained in the mortgage from Carl Edward Davis to the Queenstown Bank of Maryland, dated May 21, 1985, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 232, folio 201, by which the undersigned principals, being assignees of the aforesaid mortgage, are authorized to exercise the power of sale, and they are about to sell the land and premises in said mortgage, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Michael R. Foster and J. Donald Braden do and shall well, truly and faithfully perform the trusts reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any

-1-

*Surety
approved*

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1987 NOV 18 AM 9:59
QUEEN ANNE'S COUNTY

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POWER OF ATTORNEY
ATTACHED

court in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principals have hereunto set their hands and seals and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Andrzej Maciejowski

Michael R. Foster (SEAL)
Michael R. Foster

Andrzej Maciejowski

J. Donald Braden (SEAL)
J. Donald Braden

ATTEST:

SELECTIVE INSURANCE COMPANY
OF AMERICA

Mary J. Sullivan

BY: [Signature] (SEAL)
Attorney-in-Fact



19 PAGE 517

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from LIBER MWM No. 4, folio 224, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 30th day of November, 1987.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's County.

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-01152

* * * * *

PETITION FOR AUCTIONEER'S FEE

Michael R. Foster and J. Donald Braden, Assignees, move, pursuant to Second Circuit Rule BR 8. f., to award an auctioneer fee in this matter of \$125.00. The grounds of the Motion are as follows:

1. The price received for the premises in question at the auction sale conducted herein by Joseph A. Jackson, Jr., Auctioneer, amounted to \$26,500.00, resulting in a minimum auctioneer fee in the amount of \$66.25.
2. Because of the rural nature of Queen Anne's County, the auctioneer was required to travel approximately 40 miles to attend the auction in question.
3. Joseph A. Jackson, Jr. is an experienced auctioneer in this County and the fact that he is listed as the auctioneer in the notice of sale lends credibility to the sale.
4. The Assignees, who personally attended the sale,

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QUEEN ANNE'S COUNTY

19 519

believe that because of the expertise of Mr. Jackson in conducting the sale, the sale realized a bid that was approximately \$1,500.00 more than may have been realized, had Mr. Jackson not conducted the sale.

WHEREFORE, the Assignees pray that this Court award an auctioneer fee in the amount of \$125.00.



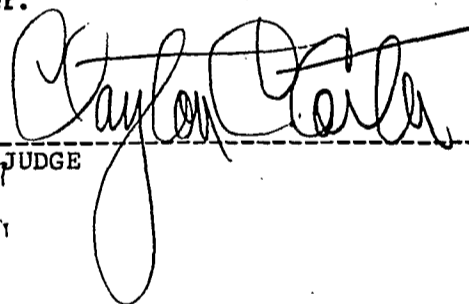
Michael R. Foster



J. Donald Braden
Assignees for the Purpose of
Foreclosure
Foster and Braden
P.O. Box 367
Stevensville, Maryland 21666

ORDER

ORDERED this 20th day of November, 1987, by the Circuit Court for Queen Anne's County, Maryland, that an auctioneer fee in the amount of \$125.00 is awarded to Joseph A. Jackson, Jr. in this matter.



JUDGE

1987 NOV 23 11 09 AM
QUEEN ANNE'S COUNTY

19 PAR 550

Centreville, Md. 12/2 19 87

We Hereby Certify

That the annexed advertisement of

Ratification of Sale

was published in the RECORD OB-

SERVER, a newspaper published in

Queen Anne's County, Maryland, once

in each of 3 successive weeks before

the 13th day of Dec 19 87.

And that the first insertion of said adver-

isement in the said RECORD OB-

SERVER/BAY TIMES was on the

18th day of Nov

19 87, and the last insertion on the

2nd day of Dec

19 87.

Publishers, Record Observer

Per

M. M. M. M. M.

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY, MARYLAND
 MICHAEL R. FOSTER and
 J DONALD BRADEN Assignees

vs
 CARL EDWARD DAVIS
 Civil No. 87 01152

NOTICE REGARDING RATIFICATION OF SALE
 NOTICE is hereby given, this 13th day of
 November, 1987 that the sale of the real property
 made and reported in this action will be ratified
 after the expiration of one month from the date
 hereof, unless cause to the contrary be previously
 shown, provided a copy of this Notice shall be
 published in a newspaper published in Queen
 Anne's County at least once a week in each of
 three successive weeks before the expiration of one
 month from the date hereof.

Marguerite W. Mankin, Clerk
 TRUE COPY, TEST:
 Marguerite W. Mankin, Clerk
 By: Betty M. Comegys, Deputy Clerk
 Filed: November 13, 1987 RB-11-18-31-030

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 1987 DEC 21 PM 4:19
 QUEEN ANNE'S COUNTY

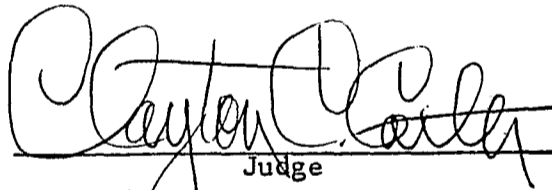
MICHAEL R. FOSTER and	:	IN THE CIRCUIT COURT
J. DONALD BRADEN,	:	FOR QUEEN ANNE'S COUNTY
ASSIGNEES	:	
Plaintiffs	:	
vs.	:	CIVIL NO. <u>87-01152</u>
CARL EDWARD DAVIS	:	
Defendant	:	

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of December, 1987, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.



 Judge

Distribution:
File
Fiduciary(s)
Court Auditor

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1987 DEC 22 PM 4:21
QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-01152

* * * * *

APPLICATION FOR PAYMENT OF SURPLUS

Friel Lumber Company, a Maryland Partnership, moves, pursuant to Maryland Rule W75 to have the surplus reported in this matter paid to satisfy its judgment lien. The grounds of the application are as follows:

1. The Assignees in this matter have represented to the applicant that a surplus exists in this matter.
2. On June 25, 1987, the applicant filed a Notice of Lien of Judgment in the Circuit Court for Queen Anne's County against the Defendant herein showing a judgment due of \$1,452.34.
3. In accordance with Maryland Rule 2-621, the judgment in question constitutes a lien upon the property.

AFFIDAVIT

I do hereby solemnly declare and affirm, under the

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1988 JAN -5 AM 10:25
QUEEN ANNE'S COUNTY

penalties of perjury, that the contents of the foregoing Application for Payment of Surplus are true and correct to the best of my knowledge, information and belief.

James R. Friel
James R. Friel, Co-Partner
Friel Lumber Company
Queenstown, Maryland 21658

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 3rd day of December, 1987, a copy of the foregoing Application for Payment of Surplus was mailed, postage prepaid, to Foster & Braden, Assignees, P.O. Box 367, Stevensville, Maryland 21666.

James R. Friel
James R. Friel, Co-Partner

MICHAEL R. FOSTER and
J. DONALD BRADEN, ASSIGNEES

Plaintiffs

vs.

CARL EDWARD DAVIS

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* MARYLAND
* CIVIL ACTION NO. 87-01152

* * * * *

APPLICATION FOR PAYMENT OF SURPLUS

Queenstown Bank of Maryland, moves, pursuant to Maryland Rule W75 to have the surplus reported in this matter paid to satisfy its judgment lien. The grounds of the application are as follows:

1. The Assignees in this matter have represented to the applicant that a surplus exists in this matter.
2. On November 9, 1987, the applicant filed a Notice of Lien of Judgment in the Circuit Court for Queen Anne's County against the Defendant herein showing a judgment due of \$4,977.36. A claim has also been filed in the District Court of Maryland for Queen Anne's County in the amount of \$445.23.
3. In accordance with Maryland Rule 2-621, the judgment in question constitutes a lien upon the property.

AFFIDAVIT

I do hereby solemnly declare and affirm, under the penalties of perjury, that the contents of the foregoing

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1988 JAN -5 AM 10: 25
QUEEN ANNE'S COUNTY

Application for Payment of Surplus are true and correct to the best of my knowledge, information and belief.

Albert V. Stant

Albert V. Stant, President
Queenstown Bank of Maryland
Queenstown, Maryland 21658



CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 30th day of December, 1987, a copy of the foregoing Application for Payment of Surplus was mailed, postage prepaid, to Foster & Braden, Assignees, P.O. Box 367, Stevensville, Maryland 21666.

Albert V. Stant

Albert V. Stant, President



Centreville, Md. 11-4 1987

We Hereby Certify

That the annexed advertisement of
ASSIGNEES' SALE

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 10th day of NOVEMBER 1987.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the

21st day of OCTOBER

1987, and the last insertion on the

4th day of NOVEMBER

1987

Publishers, Record Observer

Per Carl Edward Davis

Assignees' Sale

OF VALUABLE FEE SIMPLE REAL ESTATE IMPROVED PROPERTY ON MELVIN AVENUE GRASONVILLE, FIFTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Carl Edward Davis to the Queenstown Bank of Maryland, dated May 21, 1985, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 232, folio 201, the said mortgage having been assigned unto Michael R. Foster and J. Donald Braden, Assignees for the purpose of foreclosure; the undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the non-payment when due of principal and interest of the note secured by said mortgage; the undersigned will offer at public auction in front of the QUEEN ANNE'S COUNTY CIRCUIT COURT HOUSE, CENTREVILLE, MARYLAND, on November 10, 1987, at the hour of 11:00 a.m., Eastern Time, on:

Tues., Nov. 10, 1987

the following described real estate (designated on Tax Map 58 as Parcel 228), to wit:

PARCEL ONE

ALL That lot or parcel of land situate, lying and being in the village of Grasonville in the Fifth Election District of Queen Anne's County, Maryland, bounded on the north by Parcel Two hereinafter described, on the south by the property of or formerly of Mery Turner, on the east by a lane or street known as Melvin Avenue and on the west by the property of or formerly of A.J. Roe, with a frontage of thirty-five (35) feet on said Melvin Avenue and running back therefrom with an even width of thirty-five (35) feet a distance of One Hundred Forty-five (145) feet, more or less to the aforesaid Roe property.

PARCEL TWO

ALL that lot or parcel of land situate, lying and being in Grasonville in the Fifth Election District of Queen Anne's County, Maryland, and fronting on the west side of Melvin Avenue, a road or lane leading south from the Queenstown-Grasonville Road, said lot adjoining Parcel One on the south, adjoining the property of Harford Leon Young and wife on the north, the property of A.J. Roe on the west end having a frontage of Twenty (20) feet on said Melvin Avenue and running back therefrom with an even width of twenty (20) feet for a distance of One Hundred and Forty (140) feet, more or less, to the aforesaid Roe property.

BEING the same land which by deed dated September 28, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 219, folio 735, the above-described premises were conveyed unto Memie Davis for life with remainder to Carl Edward Davis, Memie Davis having died, vesting the sole ownership in Carl Edward Davis.

SUBJECT to utility and roadway easements, and restrictive covenants, if any, of record.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and edventeges to the same belonging or in any way appertaining.

IMPROVEMENTS: Two story frame dwelling with detached garage. Sold in "as is" condition.

TERMS OF SALE: The purchaser shall be required to pay Two Thousand Dollars (\$2,000.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at Thirteen and One-Half Percent (13.5%) from the day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavits required by Rule BR6b3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the terms of sale shall be within the times herein set forth, or the deposit shall be forfeited and the property resold at the risk and expense of the defaulting purchaser(s).

All improvements are sold in an "as is" condition and subject to such matters as an inspection of the premises and a modern survey would disclose.

**MICHAEL R. FOSTER and
J. DONALD BRADEN**

Assignees for the Purpose
of Foreclosure
Morgan Building
Shopping Center Road
P. O. Box 367

Stevensville, Maryland 21666

Telephone: 301-643-2141

For further information, contact the above.
**Joseph A. Jackson, Jr.,
Auctioneer**

RB-10-21-3t-046

19 JAN 558

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER et al.

v.

CARL EDWARD DAVIS

Civil #87-01152

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QUEEN ANNE'S COUNTY

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE

Sale Price, as reported	\$ 26,500.00
Interest on \$ 24,500 @ 13.5%	
from 11/10/87 to 12/28/87	
49 days @ \$9.06 per day	443.94
Real property taxes	
from 07/01/87 to 12/28/87	146.61-
Sewer (including late charges)	<u>446.64-</u>

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION \$ 26,350.69

COMMISSIONS, to Fiduciary) \$ 1,475.00-

ATTORNEY FEE, per MORTGAGE 500.00-

EXPENSES OF SALE

Court costs	\$ 247.00-	
Advertising		
Notices of sale	396.18-	
Report of sale	89.46-	
Bond premium	106.00-	
Auctioneer's fee	125.00-	
Insurance on dwelling	69.00-	
Certified mail	<u>1.67-</u>	1,034.31-

AUDITOR'S FEE AND COSTS

Fee for audit	\$ 65.00-		
Postage & copies	<u>2.88-</u>	<u>67.88-</u>	<u>3,077.19-</u>

NET AMOUNT AVAILABLE FOR DISTRIBUTION \$ 23,273.50

AUDITOR'S ACCOUNT

Civil #87-01152

Page 2

INDEBTEDNESS DUE UNDER MORTGAGE

Per Statement of Debt

Principal	\$ 4,631.12-	
Interest to 09/21/87	367.87-	
Late charges	88.32-	
Interest on principal, as claimed in Suggested Account	<u>171.25-</u>	\$ 5,258.56-

AVAILABLE FOR DISTRIBUTION (page 1)

23,273.50

SURPLUS distributed per Note A

\$ 18,014.94

Queenstown Bank of Maryland
(second mortgage)

\$ 4,977.36-

Friel Lumber Company (judgment)

1,452.34-

Queenstown Bank (open note)

445.23-6,874.93-

BALANCE to Carl Edward Davis, Mortgagor

\$ 11,140.01

Note A Queenstown Bank, as second mortgagee, and Friel Lumber Company, as judgment creditor, have filed verified claims without supporting documentation. Friel Lumber Company also seeks payment of a debt for which action has been brought.

Any technical defects in the claims and any objection to the last claim as not being allowable under Rule W74 are overcome by a document, submitted with the Suggested Account and filed herewith, by which the Mortgagor agrees to disbursement of those amounts.

NOTICE

The attached Account was filed on January 18, 1988. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified. The amount allowed to each claimant is stated in the attached Account.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #87-01152. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

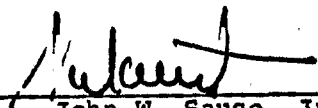
I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on January 18, 1988:

Michael R. Foster, Esquire
J. Donald Braden, Esquire
Post Office Box 367
Stevensville, Maryland 21666

Queenstown Bank of Maryland
Queenstown, Maryland 21658

Friel Lumber Company
Queenstown, Maryland 21658

Carl Edward Morris
Route 1 Box 4M
Grasonville, Maryland 21638

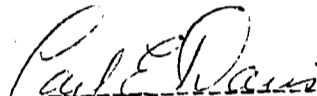


John W. Sause, Jr.
Auditor

19 561

Amount Available for Distribution	\$18,029.98
Payoff Second Mortgage to Queenstown Bank of Maryland (reduced to judgment)	4,977.36
Payoff Friel Lumber Company Judgment	1,452.34
Payoff Note to Queenstown Bank of Maryland (suit filed)	----445.23
Distributable to Carl Edward Davis	\$11,155.05

I hereby agree to the payment of the above obligations to Queenstown Bank of Maryland and Friel Lumber Company and the credits and charges set forth on the Suggested Account.



Carl Edward Davis

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QUEEN ANNE'S COUNTY

15 JAN 562

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER et al.

v.

CARL EDWARD DAVIS

Civil #87-01152

AMENDED
AUDITOR'S ACCOUNT

FILED
CLERK'S OFFICE
1988 JAN 19 PM 12:00
QUEEN ANNE'S COUNTY

PROCEEDS OF FORECLOSURE SALE

Sale Price, as reported	\$ 26,500.00
Interest on \$ 24,500 @ 13.5%	
from 11/10/87 to 12/28/87	
49 days @ \$9.06 per day	443.94
Real property taxes	
from 07/01/87 to 12/28/87	146.61-
Sewer (including late charges)	<u>446.64-</u>

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION \$ 26,350.69

COMMISSIONS, to Fiduciary) \$ 1,475.00-

ATTORNEY FEE, per MORTGAGE 500.00-

EXPENSES OF SALE

Court costs	\$ 247.00-	
Advertising		
Notices of sale	396.18-	
Report of sale	89.46-	
Bond premium	106.00-	
Auctioneer's fee	125.00-	
Insurance on dwelling	69.00-	
Certified mail	<u>1.67-</u>	1,034.31-

AUDITOR'S FEE AND COSTS

Fee for audit	\$ 65.00-		
Postage & copies	<u>2.88-</u>	<u>67.88-</u>	<u>3,077.19-</u>

NET AMOUNT AVAILABLE FOR DISTRIBUTION \$ 23,273.50

INDEBTEDNESS DUE UNDER MORTGAGE

Per Statement of Debt

Principal	\$ 4,631.12-	
Interest to 09/21/87	367.87-	
Late charges	88.32-	
Interest on principal, as claimed in Suggested Account	<u>171.25-</u>	\$ 5,258.56-

AVAILABLE FOR DISTRIBUTION (page 1) 23,273.50

SURPLUS distributed per Note A \$ 18,014.94

Queenstown Bank of Maryland (second mortgage)	\$ 4,977.36-	
Friel Lumber Company (judgment)	1,452.34-	
Queenstown Bank (open note)	<u>445.23-</u>	<u>6,874.93-</u>

BALANCE to Carl Edward Davis, Mortgagor \$ 11,140.01

Note A Queenstown Bank, as second mortgagee, and Friel Lumber Company, as judgment creditor, have filed verified claims without supporting documentation. Friel Lumber Company also seeks payment of a debt for which action has been brought.

Any technical defects in the claims and any objection to the last claim as not being allowable under Rule W74 a are overcome by a document, submitted with the Suggested Account and attached to the Account, as filed on January 18, 1987, by which the Mortgagor agrees to disbursement of those amounts.

NOTICE

The attached Amended Account was filed on January 19, 1988. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified. The amount allowed to each claimant is stated in the attached Account.

1-564

AMENDED
CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #87-01152. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

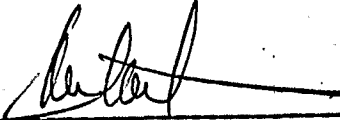
I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on January 19, 1988:

Michael R. Foster, Esquire
J. Donald Braden, Esquire
Post Office Box 367
Stevensville, Maryland 21666

Queenstown Bank of Maryland
Queenstown, Maryland 21658

Friel Lumber Company
Queenstown, Maryland 21658

Carl Edward Morris
Route 1 Box 4M
Grasonville, Maryland 21638



John W. Sause, Jr.
Auditor

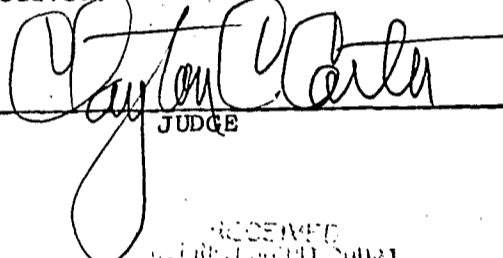
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER et al.	:	
	:	
v.	:	Civil #87-01152
CARL EDWARD DAVIS	:	
	:	
	:	
	:	

ORDER RATIFYING AUDIT

The matter coming before the Court on the Amended Account heretofore filed by the Auditor, it appearing from the Amended Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Amended Account was filed, it is this 2d day of February, 1988,

ORDERED that the Amended Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.



 JUDGE

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 CIRCUIT COURT
 1988 FEB -3 AM 10:08
 QUEEN ANNE'S COUNTY

MELVIN E. BROOKSHIRE
Rt. 2, Box 574A
Grasonville, Maryland 21638

Plaintiff

VS.

TERRY E. STUART
whose last known address is:
Rt. 301 & Rt. 405
Price, Maryland 21656

and

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST
IN PROPERTY KNOWN AS 15.001
ACRES, N/ROE INGLESIDE ROAD
S/W INGLESIDE, SIXTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND

Defendants

* IN THE CIRCUIT COURT
* OF MARYLAND FOR
* QUEEN ANNE'S COUNTY

* CIVIL NO. ⁸⁷⁻01145

CIVIL 1145#
CIV FEES 70.00
SUBTOTAL 70.00
CHECK/NO 70.00
#003000 C002 R00 T1124
10/13/87

COMPLAINT TO FORECLOSE
ALL RIGHTS OF REDEMPTION TO TAX SALE PROPERTY

Melvin E. Brookshire, Plaintiff, by Patrick E. Thompson, his attorney, respectfully represent:

1. That on May 20, 1986, at a public tax sale held in front of the Courthouse, in Centreville, Maryland, Plaintiff, being then and there the highest bidder for the hereinafter described property, was issued a certificate of sale by William H. Tolson, Treasurer, and Collector of Taxes for Queen Anne's County, Maryland, a body politic, a copy of which is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 1.

2. The land so purchased is described in substantially the same form as the description appearing on the collectors' tax rolls, and is described as follows, to wit:

ALL that lot or parcel of land, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, being more particularly described according to a plat entitled, "Plat Of Part Of The Lands of Raymond W. Jordan, Sr., Sixth District, Queen Anne's Co., Md.", by J. R. McCrone, Jr., registered surveyor, dated February 1984, and recorded in Liber

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CLERK, CIRCUIT COURT
1987 OCT 13 AM 11: 21
QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 5228
GRASONVILLE, MD. 21638

M.W.M. No. 210, folio 76 a land record book for Queen Anne's County, Maryland, as follows, to wit:

BEGINNING for the same at a point on the northernmost right-of-way line of Roe Ingleside Road, a 50 foot wide right-of-way, at the intersection of the division line of the herein described lands and the lands of William S. Watkins, (see C.W.C. 135/51); thence leaving said beginning point so fixed, and binding on the northeasternmost right-of-way line of the aforesaid road with the arc of a curve to the left 21.64 feet to a point of tangency. Said curve having a radius of 1,248.54 feet and scribed by a chord of South 61 degrees 06 minutes 32 seconds West, 21.64 feet; thence still with the aforesaid right-of-way, South 60 degrees 36 minutes 45 seconds West, 31.81 feet to a point; thence leaving the aforesaid right-of-way and binding on the westernmost outline of the herein described lands with other lands of Raymond W. Jordan, Sr. (C.W.C. 84/336), and the lands of Henry Lewis Adams, IV (M.W.M. 183/90), the following two (2) courses and distances; (1) North 08 degrees 29 minutes 22 seconds West, 513.41 feet to a point and thence (2) North 04 degrees 09 minutes 56 seconds West 975.73 feet to a point; thence binding on the northernmost outline of the herein described lands, North 82 degrees 52 minutes 54 seconds East, 639.14 feet to a point in the center of a ditch on the westernmost outline of the lands of Joseph G. Taylor, Jr. (see M.W.M. 152/644); thence binding on the westernmost outline of the Taylor lands and running with the centerline of the aforesaid ditch, South 16 degrees 53 minutes 03 seconds East, 407.41 feet to a point; thence binding on the southernmost outline of the Taylor lands, North 67 degrees 56 minutes 03 seconds East, 30.00 feet to a point in the northwesternmost corner of lands of James L. Yirka, Jr., (see C.W.C. 124/49); thence leaving the Taylor lands and binding on the westernmost outline of the Yirka lands, South 18 degrees 26 minutes 03 seconds West, 605.88 feet to a point on the northernmost outline of the lands of James Dulin (see C.W.C. 199/133); thence leaving the Yirka lands and binding on the northernmost outline of the Dulin lands and the aforementioned Watkins lands, South 79 degrees 10 minutes 45 seconds West, 477.22 feet to a point in the northwesternmost corner of the Watkins lands; thence binding on the westernmost outline of the Watkins lands, South 08 degrees 29 minutes 22 seconds East, 496.55 feet to the place of beginning, containing in all 15.001 acres of land, more or less.

3. That an examination of title of the hereinabove described lot or parcel, and according to best information obtainable, is vested in Terry E. Stuart, by deed from Raymond W. Jordan, Jr. and Christine O. Jordan, his wife, dated March 7, 1985 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 227, folio 883.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 822B
GRABONVILLE, MD 21638

4. That said property has not been redeemed by any party in interest, although more than one year and a day have expired since said sale; and Plaintiff has brought this proceeding to foreclose the right of redemption within two (2) years of the date of this certification of sale of said property. That One Thousand Three Hundred Seventy-Six Dollars and Eighty-Nine Cents (\$1,376.89) with interest at twelve per cent per annum (12%) from May 20, 1986, and attorneys fees in the amount of \$250.00 for the preparation of this Complaint, and title search in the amount of \$150.00, and expenses incurred in the publication of the Order of Publication and all costs incidental thereto, are the amounts necessary for the redemption of said lot or parcel of land.

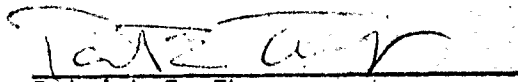
WHEREFORE, your Plaintiff prays as follows:

A. That this Honorable Court may pass a final Judgment foreclosing all rights of redemption of the Defendants in and to the property above described.

B. This Honorable Court issue summonses to be served on the Defendants herein as required by Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland, 1986.

C. This Honorable Court grant an Order of Publication directed to all parties and interest in the property pursuant to Section 14-840 of Tax Property Article of the Annotated Code of Maryland.

D. And for such other and further relief as the nature of his cause may require.



Patrick E. Thompson
Attorney for Plaintiff
Route 2, Box 522-B
Grasonville, Maryland 21638
Telephone: 827-6533

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522 B
GRASONVILLE, MD 21638

CERTIFICATE OF SALE

I, William H. Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, certify that on May 20, 19 86, I sold to Melvin E. Brookshire

at public auction for the sum of _____
Twentythree thousand five Hundred Dollars and 00 Cents, of which
1,376.89 Dollars has been

paid for the property in the 6th Election District described as
15.001 Acres N/Roe Rd S/W Ingleside

and assessed to Terry E. Stuart

The property described in this certificate is subject to redemption. On redemption the holder of the certificate will be refunded the sums paid on account of the purchase price together with interest at the rate of 12% a year from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts that amend that chapter. The balance due on account of the purchase price and all taxes, together with interest and penalties on the taxes, accruing after the date of sale, must be paid to the Treasurer and Collector before a deed can be delivered to the purchaser. After May 21, 19 87, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within 2 years from the date of this certificate.

WITNESS my hand and seal this 20th day of May,
 19 86

William H. Tolson
 Treasurer and Collector

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of May,
 19 86, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the foregoing Certificate of Sale to be his act:

WITNESS my hand and Notarial Seal

 Notary Public

My Commission Expires: 7/1/86

19 570

MELVIN E. BROOKSHIRE

Plaintiff

VS.

TERRY E. STUART

AND

ALL PERSONS THAT HAVE OR
CLAIM TO HAVE ANY INTEREST IN
PROPERTY KNOWN AS 15.001
ACRES, N/ROE INGLESIDE ROAD
S/W INGLESIDE, SIXTH ELECTION
DISTRICT, QUEEN ANNE'S
COUNTY, MARYLAND

Defendants

* IN THE CIRCUIT COURT

* OF MARYLAND FOR

* QUEEN ANNE'S COUNTY

*

*

* CIVIL NO. 87-01145

*

*

*

*

LINE TO CLERK

Madam Clerk:

Please issue summonses for the above listed Defendant pursuant to Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland.



Patrick E. Thompson
Attorney for Plaintiff
Route 2, Box 522-B
Grasonville, Maryland 21638
Telephone: 827-6533

RECEIVED
CLERK, CIRCUIT COURT

1987 OCT 13 AM 11:24

QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

1987-01-13

MELVIN E. BROOKSHIRE

Plaintiff

VS.

TERRY E. STUART

AND

ALL PERSONS THAT HAVE OR CLAIM TO HAVE ANY INTEREST IN PROPERTY KNOWN AS 15.001 ACRES, N/ROE INGLESIDE ROAD S/W INGLESIDE, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND


Defendants

* IN THE CIRCUIT COURT
* OF MARYLAND FOR
* QUEEN ANNE'S COUNTY
*
*
* CIVIL NO. 87-01145
*
*
*

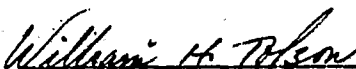
TO: WILLIAM H. TOLSON, Treasurer of Queen Anne's County

Dear Mr. Tolson:

Notice is hereby given pursuant to Section 14-839 (c) of the Tax-Property Article of the Annotated Code of Maryland, that as attorney for the Plaintiff in the above captioned cause, I have instituted proceedings on his behalf to foreclose the right of redemption of the property described on your tax rolls as all that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, and designated as 15.001 Acres, N/Roe Road, S/W Ingleside, which was previously assessed to Terry E. Stuart.


Patrick E. Thompson
Attorney for Plaintiff
Route 2, Box 522-B
Grasonville, Maryland 21638
Telephone: 827-6533

Received this 13 day of Oct., 1987.


William H. Tolson
Treasurer of Queen Anne's
County, Maryland

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522-B
GRASONVILLE, MD 21638

RECEIVED
CLERK, CIRCUIT COURT
1987 OCT 13 AM 11-24
QUEEN ANNE'S COUNTY

MELVIN E. BROOKSHIRE

Plaintiff

VS.

TERRY E. STUART

AND

ALL PERSONS THAT HAVE OR CLAIM TO HAVE ANY INTEREST IN PROPERTY KNOWN AS 15.001 ACRES, N/ROE INGLESIDE ROAD S/W INGLESIDE, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

Defendants

* IN THE CIRCUIT COURT
* OF MARYLAND FOR
* QUEEN ANNE'S COUNTY
*
*
* CIVIL NO. 87-01145
*
*
*

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the Sixth Election District of Queen Anne's County, Maryland, sold by the Collector of Taxes for the County of Queen Anne's, State of Maryland, to the Plaintiff in this proceeding. Said property is described on the Tax Collector's Certificate of Tax Sale as 15.001 Acres, North Roe Road, South West of Ingleside, in the Sixth Election District, Queen Anne's County, Maryland.

The complaint states, among other things, that the amounts necessary for redemption have not been paid. It is thereupon this 14th day of October, 1987, by the Circuit Court for Queen Anne's County, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for three (3) successive weeks, warning all persons interested in the property to appear in this Court by the 31st day of December, 1987, and redeem the property described herein and answer the complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 5229
GRASONVILLE, MD 21638

RECEIVED
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1987 OCT 14 PM 1:27
QUEEN ANNE'S COUNTY

Carlyon C. Carly
JUDGE

11-573
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-01145

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name TERRY E. STUART

Address Rt. 301 & Rt. 405, Price, JD 21656

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached
Complaint filed by MELVIN E. BROOKSHIRE, Rt. 2, Box 574A, Grasonville, MD 21638
(Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued October 14, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

COPY OF SUMMONS AND PROCEEDINGS MAILED TO ATTORNEY FOR SERVICE.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

13-571

MELVIN E. BROOKSHIRE

Plaintiff

VS.

TERRY E. STUART

AND

ALL PERSONS THAT HAVE OR CLAIM TO HAVE ANY INTEREST IN PROPERTY KNOWN AS 15.001 ACRES, N/ROE INGLESIDE ROAD S/W INGLESIDE, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

Defendants

* IN THE CIRCUIT COURT
* OF MARYLAND FOR
* QUEEN ANNE'S COUNTY

* CIVIL NO. 87-01145

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 20th day of October, 1987, before me, the subscriber, a Notary Public as aforesaid, personally appeared Patrick E. Thompson, attorney for the Plaintiff in the above captioned case, and he did make oath in due form of law that to the best of his knowledge, information and belief, that pursuant to Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland he did cause to be mailed by Certified Mail, Restricted Delivery - Show to Whom, Date, Address of Delivery, a copy of the summons and Order of Publication entered by this Honorable Court in the above captioned cause to the Defendant, Terry E. Stuart, at his last known address of Rt. 301 & Rt. 405, Price, Maryland 21656. Your Affiant further avers that the aforementioned summons and Order of Publication were mailed as previously described to Mr. Stuart on October 15, 1987 and that the aforesaid summons and Order of Publication have been returned in the original envelope marked "Moved, No forwarding Address, unable to deliver". The original receipt for certified mail and envelope are attached hereto and prayed be made a part of this Affidavit.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 822 B
GRABONVILLE, MD 21038

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CLERK OF THE COURT
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QUEEN ANNE'S COUNTY

19 AD 575

Your Affiant further avers that the last known address of Mr. Stuart, of Route 301 & Route 405, Price, Maryland 21656 was obtained by him from the tax rolls of the Tax Collector of Queen Anne's County who made the aforementioned tax sale of the heretofore described property.

Patrick E. Thompson
Patrick E. Thompson, Affiant

AS WITNESS my hand and notarial seal.

Kimberly J. Rute
Notary Public
My commission expires: 7-1-90

P 288 199 086
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR RETURN TO SENDER
(See Reverse)

* U.S.G.P.O. 1985-480-794	
PS Form 3800, June 1985	
Send To	TERRY E. STUART
City and State	RT. 301 + 405
Post Office	PRICE, MD 21656
Postage	.39
Certified Fee	.75
Special Delivery Fee	
Restricted Delivery Fee	1.25
Return Receipt showing to whom and Date Delivered	.70
Return Receipt showing to whom Date and Address of Delivery	
TOTAL Postage and Fees	3.09
Postmark	

GRASSVILLE, MD
JUN 10 1989
USPO

Breakshire

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 822H
GRASSVILLE, MD 21630

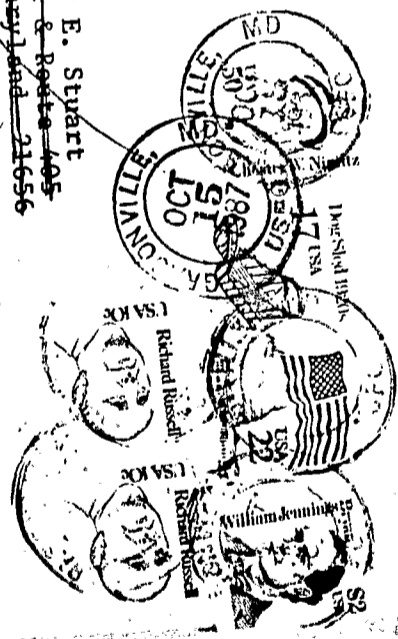
19 576

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
CRASONVILLE, MARYLAND 21038



Mr. Terry E. Stuart
~~Route 301 & Route 405~~
~~Price, Maryland 21656~~

*Moved No forwarding address
unable to deliver*



\motion

19 577

MELVIN E. BROOKSHIRE *
Rt. 1, Box 574 A *
Grasonville, Maryland 21638 *

vs.

TERRY E. STUART *
Whose last know address is: *
Rt. 301 & Rt. 405 *
Price, Maryland 21656 *

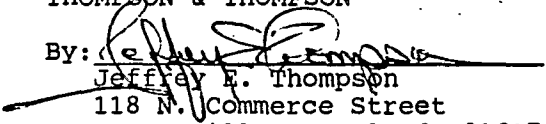
IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND
CIVIL ACTION NO. 87-01145

* * * * *
MOTION TO INTERVENE AND STATEMENT OF CLAIM

Comes now the Movant, The Centreville National Bank of Maryland, by and through its attorney, Jeffrey E. Thompson and Thompson & Thompson, and respectfully represents to this Honorable Court:

1. That there is due and owing by the Defendant in accordance with the Statement of Indebtedness attached hereto as Exhibit A the sum of \$5,395.83 plus per diem interest of \$1.37 from December 29, 1987.
2. The Centreville National Bank of Maryland is a judgment lien creditor of Defendant pursuant to the Notice of Lien of Judgment attached hereto as Exhibit B and is entitled to receive the surplus proceeds from the sale of the subject property, up to the total amount of the indebtedness owed to Movant.
3. That the Movant has an interest in the subject of these proceedings and are so situate that the disposition of the action will affect their rights so as to allow intervention, all as provided for by Maryland Rule 2-214.
4. That intervention by the Movant as Plaintiffs will not unduly delay or prejudice the adjudication of the rights of the original parties.

THOMPSON & THOMPSON

By: 
Jeffrey E. Thompson
118 N. Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877
Attorney for Movant

RECEIVED
CLERK, CIRCUIT COURT

1987 DEC 29 PM 4 20

QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0877

19 578

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 29 day of December, 1987, a copy of the foregoing Motion to Intervene and Statement of Claim was mailed, postage prepaid, to Patrick E. Thompson, Route 2, Box 522B, Grasonville, Maryland 21638, and Terry E. Stuart, Route 301 & 405, Price, Maryland 21656.


Jeffrey E. Thompson

19 APR 579



The Centreville National Bank OF MARYLAND

P.O. BOX 400 • CENTREVILLE, MARYLAND 21617 • 301/758-1600

EXHIBIT A

STATEMENT OF INDEBTEDNESS

TERRY E. STUART

Demand Note dated April 4, 1985
Original Amount - \$4,700.00
Interest Rate of 13%

Amount of Judgement	\$4,181.40
Interest to 12/29/87	976.36
Court Costs	29.00
Attorney's Fees*	209.07

TOTAL DUE \$5,395.83

*Per Diem \$1.37

I do solemnly declare and affirm under the penalties of perjury that the foregoing Statement of Indebtedness is correct to the best of my knowledge, information and belief.

THE CENTREVILLE NATIONAL
BANK OF MARYLAND

BY: Ralph S. Jullien
ASST. VICE PRESIDENT



DISTRICT COURT OF MARYLAND FOR Kent County

Located at Court House, Chestertown, MD 21620 Case No. 3/3/86CV89

The Centreville National Bank of MD

Terry E. Stuart

P. O. Box 400

P. O. Box 338

Centreville, MD 21617

Centreville, MD 21617

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

REQUEST TO FILE NOTICE OF LIEN (3-621 and 3-622)

A judgment in the above case was entered on 6/10/86 in the amount of \$4,181.40 plus attorney's fees of \$209.07 and costs of \$29.00

- Please file a Notice of Lien in the Circuit Court for the county in which judgment was entered.
Please file a Notice of Lien of said judgment with the Clerk of the Circuit Court for Queen Anne's County and transmit a certified copy of the judgment to the District Court of that county.
Please forward to District Court of Maryland for to be recorded in that county (3-622).

Terry E. Stuart
Plaintiff or Attorney
P. O. Box 400 Centreville, MD 21617

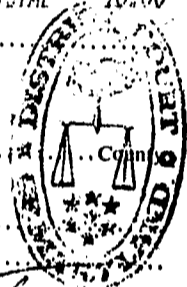
RECEIVED DISTRICT COURT OF MD CHESTERTOWN JUL 25 PM 1:13

NOTICE OF LIEN OF ATTACHMENT BEFORE JUDGMENT

To the Clerk of the Circuit Court for Queen Anne's County I HEREBY CERTIFY that an Attachment Before Judgment on Real Estate was levied in the above case, on real estate located at ... Date Clerk

NOTICE OF LIEN OF JUDGMENT

To the Clerk of the Circuit Court for Queen Anne's County I HEREBY CERTIFY that the following judgment has been recorded in this Court in the above entitled case. Date of Entry of Judgment \$ Amount of Judgment \$ Attorney's Fees \$ Costs \$ Date Clerk



NOTICE OF MODIFICATION OR RENEWAL OF LIEN NO.

To the Clerk of the Circuit Court for County: I HEREBY CERTIFY that the following subsequent action has taken place concerning the above lien: Set aside on Dissolved on Renewed on Modified on Date Clerk

MELVIN E. BROOKSHIRE

Plaintiff

VS.

TERRY E. STUART

AND

ALL PERSONS THAT HAVE OR CLAIM TO HAVE ANY INTEREST IN PROPERTY KNOWN AS 15.001 ACRES, N/ROE INGLESIDE ROAD S/W INGLESIDE, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

Defendants

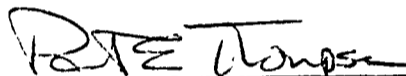
* IN THE CIRCUIT COURT
* OF MARYLAND FOR
* QUEEN ANNE'S COUNTY
*
* CIVIL NO. 87-01145

* * * * *

ANSWER TO MOTION TO INTERVENE

Plaintiff, Melvin E. Brookshire, by Patrick E. Thompson, his attorney, in Answer to the Motion to Intervene filed herein says:

- 1. Plaintiff has no objection to the intervention of Movant.

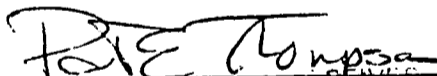


Patrick E. Thompson
Attorney for Plaintiff
Route 2, Box 522-B
Grasonville, Maryland 21638
Telephone: 827-6533

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 5th day of January, 1988, I served a copy of the foregoing on Jeffrey E. Thompson, Esquire, Attorney for Movant, by mailing a copy of the same to him at his office located at 118 N. Commerce Street, Centreville, Maryland 21617.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522 B
GRASONVILLE, MD 21638



Patrick E. Thompson
Attorney for Plaintiff

1988 JAN -6 AM 11: 07

QUEEN ANNE'S COUNTY

MELVIN E. BROOKSHIRE *
Rt. 1, Box 574 A
Grasonville, Maryland 21638 *

vs.

TERRY E. STUART *
Whose last know address is:
Rt. 301 & Rt. 405
Price, Maryland 21656 *

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
MARYLAND
CIVIL ACTION NO. 87-01145

* * * * *
ORDER APPROVING INTERVENTION

Upon receipt of the foregoing Motion to Intervene and Statement of Claim and exhibits, it is this *6th* day of *January* 1988, Ordered and Decreed by the Circuit Court for Queen Anne's County:

1. That The Centreville National Bank of Maryland be allowed to intervene in these proceedings as a party plaintiff.
2. That the Treasurer for Queen Anne's County allow such surplus as remains after the payment of costs, expenses and the claim of the aforesaid Treasurer for unpaid taxes towards the repayment of the claim of The Centreville National Bank of Maryland up to the principal amount of \$5,395.83 and a per diem interest of \$1.37 after December 29, 1987.

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN -7 PH 4: 32
QUEEN ANNE'S COUNTY

Clayton Carter

Judge

MELVIN E. BROOKSHIRE

Plaintiff

VS.

TERRY E. STUART

AND

ALL PERSONS THAT HAVE OR CLAIM TO HAVE ANY INTEREST IN PROPERTY KNOWN AS 15.001 ACRES, N/ROE INGLESIDE ROAD S/W INGLESIDE, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

Defendants

* IN THE CIRCUIT COURT
* OF MARYLAND FOR
* QUEEN ANNE'S COUNTY
*
*
*
* CIVIL NO. 87-01145
*
*
*
* * * *

FINAL ORDER

It appearing that the Defendant and all persons claiming through or under him, having been duly summonsed or notified by Order of Publication to appear and answer the Complaint filed in this Cause on or before the 31st day of December, 1987, and it further appearing that no such person has appeared and answered, and this Cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON this 6th day of January, 1988, by the Circuit court for Queen Anne's County,

ORDERED and DECREED, that an absolute and indefeasible title in fee simple, free and clear of all alienations and descents of the property occurring prior to the said 6th day of January, 1988, and free and clear of all encumbrances

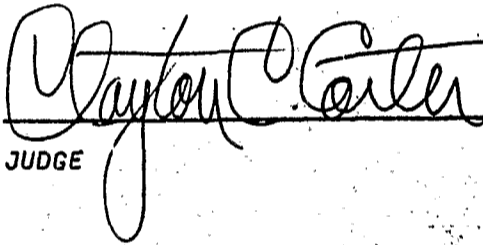
PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522 D
GRADONVILLE, MD 21630

19 584

thereon, except taxes that accrue after the date of sale and easements of records and any other easement that may be observed by an inspection of the property to which the property is subject and to all that lot or parcel of land described in these proceedings, is vested in the Complainant, Melvin E. Brookshire.

AND IS IS FURTHER ORDERED, by the Circuit Court for Queen Anne's County, that William H. Tolson, Treasurer of Queen Anne's County, and collector of taxes for said County, shall execute a deed to Melvin E. Brookshire, in fee simple in and to all that said lot or parcel of land described in these proceedings, once the said William H. Tolson shall have received a certified copy of this Final Order from the Clerk of Court, and upon payment to the said William H. Tolson of the balance of the purchase price due, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale.

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN -7 PM 4: 32
QUEEN ANNE'S COUNTY


JUDGE

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522D
GRASONVILLE, MD 21630

LAMAR COMPANY
(A PARTNERSHIP)
% Thomas C. Carlin
4210 Wilkens Avenue
Baltimore, Maryland 21229

Plaintiff

vs

EDWARD O. O. SAUNDERS
REBECCA J. SAUNDERS, his wife
% Lucy A. Saunders Lindsay
2106 Walbrook Avenue
Baltimore, Maryland 21217

and

LUCY A. SAUNDERS LINDSAY
2106 Walbrook Avenue
Baltimore, Maryland 21217

and

LEWIS BURGESS
BEATRICE SAUNDERS BURGESS, his wife
727 North Edgewood Street
Baltimore, Maryland 21229

and

MYRTLE A. SAUNDERS
1617 E. Preston Street
Baltimore, Maryland 21213

and

EVA SAUNDERS
BERNIDET SAUNDERS
WILLIAM H. SAUNDERS IV
McKEVEN SAUNDERS
% Myrtle A. Saunders
1617 E. Preston Street
Baltimore, Maryland 21213

and

BERNARD SAUNDERS
2850 Harlem Avenue
Baltimore, Maryland 21216

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
MARYLAND

Civil Action No. 87-01185

Docket No. _____

Folio No. _____

CIVIL 8701185#
CIV FEES 70.00
CHECK/NO 70.00
#016050 C001 R00 T13:55
11/13/87

RECEIVED
CLERK, CIRCUIT COURT
1987 NOV 13 PM 1:52
QUEEN ANNE'S COUNTY

19 588

THELMA DERRICKS
3801 Bowers Avenue.
Baltimore, Maryland 21207

and

CLARENCE W. SAUNDERS JR.
1300 Gilmore Street
Baltimore, Maryland 21217

and

CLIFFORD SAUNDERS - Non Resident
13700 Madison Street
Miami, Florida 33176

and

CHARLES N. SAUNDERS - Non Resident
P. O. Box 3789 St. Thomas
Virgin Islands 00810

and

JOAN M. SAUNDERS LUCAS
756 N. Linnard Street
Baltimore, Maryland 21229

and

EURITH P. SAUNDERS GREGG
719 Union Avenue
Havre de Grace, Maryland 21078

and

WARNER R. TRAYHAM
Address Unknown

and

LESLEY ADDLIA E. SAUNDERS
Address Unknown

and

ROSEWALDEN KELLEY - Non Resident
801 Loudon Mills Street
Greensboro, North Carolina 27401

and

WEBSTER D. KELLEY - Non Resident
1721 Bunea Vista Street
Detroit, Michigan 48238

and

CONSOLWELLIA KELLEY - Non Resident
3526 Carey Road
Philadelphia, Pennsylvania 19154

and

REBECCA KELLEY EDWARDS - Non Resident
2542 Spangler Street
Philadelphia, Pennsylvania 19121

and

CAREY KELLEY - Non Resident
Riverstower Apt #825
7800 E. Jeffers Street
Detroit, Michigan 48214

and

HAROLD KELLEY - Non Resident
% Carey Kelley
Riverstower Apt # 825
7800 E. Jeffers Street
Detroit, Michigan 48216

and

WILBOURNE O. KELLEY 111 - Non Resident
% Carey Kelley
Riverstower Apt #825
7800 E. Jeffers Street
Detroit, Michigan 48216

and

CHARICE KELLEY OLIVER- Non Resident
% Carey Kelley
Riverstower Apt #825
7800 E. Jeffers Street
Detroit, Michigan 48216

and

AMILEA KELLEY BURKE-Non Resident
2632 N. 27th Street
Philadelphia, Pennsylvania 19132

19 588

and

GERALD H. HIGGINS
1419 North Potomac Street
Baltimore, Maryland 21213

and

DAVID F. LEAVERTON
ELVA L. LEAVERTON, HIS WIFE
Centreville, Maryland 21617

and

RICHARD H. HEFLIN
NORMA J. HEFLIN, his wife
Route No. 1 Box 110
Centreville, Maryland 21617

and

FRANK BEAVER
CATHERINE BEAVER, his wife
Route No. 1 Box 40
Centreville, Maryland 21617

and

WILLIAM H. DEAN
Route No. 1 Box No. 1
Centreville, Maryland 21617

and

NANIE MCK. JACOBS, ESTATE
% C. David Muth
P. O. Box 698
Chestertown, Maryland 21620

and

ANY AND ALL UNKNOWN HEIRS, ALIENEES,
DIVISEES AND ASSIGNEES OF THE AFORE-
GOING AND ANY AND ALL PERSONS WHETHER
RESIDENTS OF THE STATE OF MARYLAND OR
NOT, OR BODIES CORPORATE, BEING OR
CLAIMING TO HAVE ANY INTEREST IN THE
PROPERTY SITUATE IN THE SIXTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY, DE-
SCRIBED AS 10 ACRES, WEST SIDE HOPE-
RUTHSBURG ROAD EAST OF CENTREVILLE,
BEING DESIGNATED ON MAP 46 AS PARCEL 23
QUEEN ANNE'S COUNTY TAX MAPS DEED JEG
6/20 AND AS SHOWN AS PARCEL # 1 ON A

PRELIMINARY PLAT BY J. R. McCRONE
DATED OCTOBER 2nd 1987 TOGETHER
WITH PARCEL # 22AS SHOWN ON SAID
PLAT BEING THE PARCEL OF LAND RE-
FERRED TO IN SAID DEED AND AS OCCUP-
IED BY EDWARD O. O. SAUNDERS AND HIS
HEIRS

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, JUDGES OF SAID COURT:

The Plaintiff, LAMAR COMPANY, by Thomas C. Carlin, its Solicitor, respectfully represents unto this Honorable Court:

1. That on May 20, 1986, at a public tax sale held at the Courthouse, in Centreville, Maryland, Plaintiff, being then and there the highest bidder for the hereinafter described property, was issued a certificate of sale by William H. Tolson, Treasurer and Collector of Taxes for Queen Anne's County, Maryland, a body politic, the original of which is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 1.

2. The land so purchased is described substantially the same form (except as herein noted) as the description appearing on the Collector's tax rolls, and is described as follows, to wit:

ALL that lot or lots or parcel or parcels of land situate, lying and being in the 6th Election District of Queen Anne's County, State of Maryland described as four (4) acres (formerly referred to as ten (10) acres) W/Side Hope-Ruthsburg Rd, E/Centreville. See also Parcel No. 1 and Parcel No. 2 of survey by McCrone Inc. dated October 2, 1987, a copy of which is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 2.

3. That an examination of title of the hereinabove lots or parcela and according to best information obtainable are vested in Edward O. O. Saunders even though no deed can be found of record, conveying the six (6) acres of land to the said Edward O. O. Saunders, however, the Hall of Records under item MD., H. R. No. 15658 Queen Anne's County Board of Control and Review. (Assessments Records for 1896 Election District 6) show that Edward O. O. Saunders was assessed for "6 acres land situate on public road leading from Hope to Ruthsburg adjoining land of W. McKinney et al."

4. That an examination of the title further disclosed that Edward O. O. Saunders and Rebecca J. Saunders, his wife, acquired four (4) acres of land more or less from Augustus C. Fleetwood and wife by Deed dated January 2, 1904 and recorded among the Land Records of Queen Anne's County in Liber J.E.G. No. 6 folio 20 in which Deed a reference was made to the land of Edward O. O. Saunders to the north.

5. That an examination of title of the hereinabove described lots further diacloses that the Hall of Records for the year 1910 shows that Edward O. O. Saunders was assessed for ten (10) acres of land located on public road from Hope to Ruthsburg adjoining C. E. Thomas.

6. That in further examination of the title, the Assessment Records in Queen Anne's County begin in the year 1922 and show that the number of acres was 30; the 30 was crossed out and the number 10 was inscribed above the 30.

7. That further examination shows that the Assessment Records of Queen Anne's County carried the land assessed to the heirs of Edward O. O. Saunders as ten (10) acres to the year 1955 at which time the Board of Assessment decreased the assessment to four (4) acres.

8. That said property has not been redeemed by any party in interest, although more than one year and a day have expired since said sale; and Plaintiff has brought this proceeding to foreclose the right of redemption within (2) years of the date of this certificate of sale of said property. That Five Hundred Ninety-five Dollars and Twenty-eight cents (\$595.28) with interest at twelve per cent per annum (12%) from May 20, 1986, and attorney's fees in the amount of \$250.00 for the preparation of this Complaint, survey in the amount of \$1925.00 and title search deed in the amount of \$50.00 for the preparation of this Complaint and expenses incurred in the publication of the Order of Publication and all costs incidental thereto are the amounts necessary for the redemption of said lots or parcels of land.

9. That the said Clifford Saunders, Charles N. Saunders, Rosewalden Kelley, Webster D. Kelley, Consolwellia Kelley, Rebecca Kelley Edwards, Carey Kelley, Harold Kelley, Wilburne O. Kelley III, Charice Kelley Oliver and Amilea Kelley Burke are non-residents of the State of Maryland, and pursuant to the Maryland Rules of Procedure your Plaintiff has mailed to each non-resident by registered or certified mail, a copy of the Bill of Complaint with statement of the amount necessary to redeem the property, and Order of Publication.

10. That in as much as the description of the properties are vague and somewhat uncertain the owners of the properties surrounding the land owned by the heirs of Edward O. O. Saunders are made parties to this proceeding to clarify by modern description the boundaries of the Saunders property and the surrounding properties.

WHEREFORE, your Plaintiff prays as follows:

a. That this Honorable Court may pass a final Judgment foreclosing all rights of redemption of the Defendant, or any of them, in and to Parcels No. 1 and No. 2 as shown on the survey prepared by McCrone Inc., dated October 2, 1987 or as survey may be modified by the parties of this proceeding, and direct that the Controller of Queen Anne's County, Maryland, prepare, execute and deliver to the Plaintiff, its Deed in fee simple to said property upon payment of the purchase money due on the purchase price of the property if any balance there be due, together with all taxes and other County Municipal liens and interest and balances thereon accruing subsequent to the date of sale.

b. This Honorable Court issue summonses to be served on the Defendants herein as required by Section 14-839 of the Tax-Property Article of the Annotated Code of Maryland, 1986.

19 591

c. This Honorable Court grant an Order of Publication directed to all parties and interest in the property pursuant to Section 14-480 of the Tax-Property Article of the Annotated Code of Maryland.

d. And that your Orator may have such other and further relief as its cause may require.

Thomas C Carlin
Thomas C Carlin Co-Partner

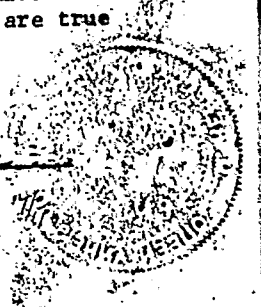
Thomas C Carlin
Thomas C. Carlin
4210 Wilkens Avenue
Baltimore, Maryland 21229
301-242-6322
Attorney for Plaintiff

STATE OF MARYLAND, COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on the 13th day of November 1987 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Thomas C. Carlin Co-Partner of LAMAR COMPANY, a partnership and made oath in due form of law that the matters and facts as hereinabove set forth are true to the best of his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal

M. Rebecca Chase
Notary Public
Commission expires



I, William H. Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, certify that on May 20, 19 86, I sold to La Mar Company at public auction for the sum of Ten Thousand Two Hundred Dollars and 00 Cents, of which 595.28 Dollars has been paid for the property in the 6th Election District described as 4 Ac W/Side Hope-Ruthsburg Rd E/Centreville and assessed to Edward G. Saunders, Heirs

The property described in this certificate is subject to redemption. On redemption the holder of the certificate will be refunded the sums paid on account of the purchase price together with interest at the rate of 12% a year from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts that amend that chapter. The balance due on account of the purchase price and all taxes, together with interest and penalties on the taxes, accruing after the date of sale, must be paid to the Treasurer and Collector before a deed can be delivered to the purchaser. After May 21, 1987, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within 2 years from the date of this certificate.

WITNESS my hand and seal this 20th day of May, 19 86

William H. Tolson
Treasurer and Collector

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of May, 19 86, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the foregoing Certificate of Sale to be his act:

WITNESS my hand and Notarial Seal.

Patricia H. Meyers
Notary Public
My Commission Expires: 7/4/86



HOPE RUTHSBURG ROAD

LANDS OF
WILLIAM M. DEAN
D.M. 1875
(6.542 AC.)

LANDS OF
SERALD M. NIEBINS
D.M. 1875
(6.542 AC.)

PARCEL #2
LAND BELIEVED TO BE THAT
OF THE HEIRS OF E. O. SAUNDERS
OF CUY. SAUNDERS CROSSWAY
(2.500 AC.)

PARCEL #1
LANDS OF
E. O. SAUNDERS (HEIRS)
D.M. 1875
(2.500 AC.)

LANDS OF
M. L. BEAVER
D.M. 1875
(2.500 AC.)

LANDS OF
E. M. JACOBS
D.M. 1875
(2.500 AC.)

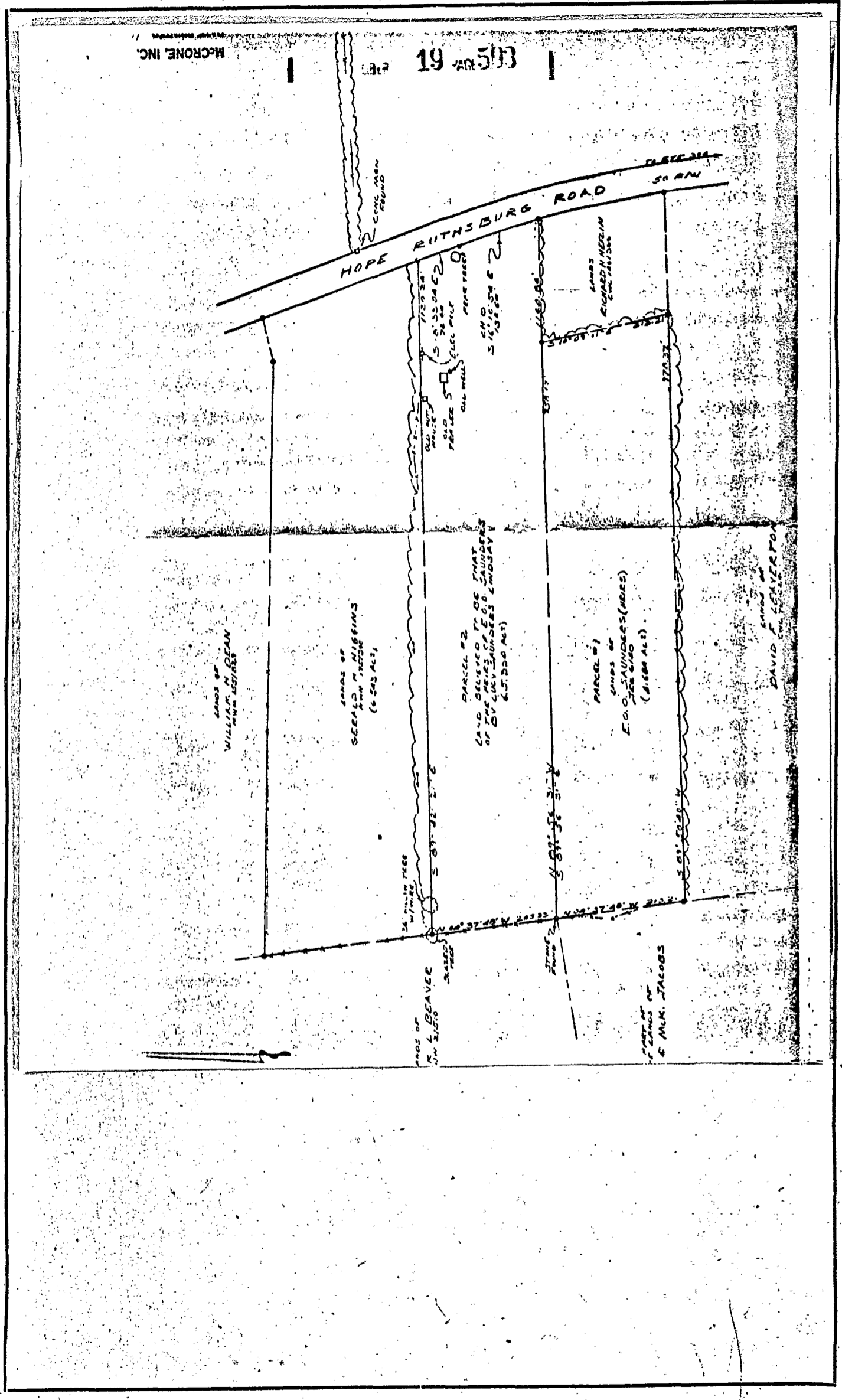
LANDS OF
DAVID M. SCHWARTZ
D.M. 1875
(2.500 AC.)

LANDS
RICHARD HIGGINS
D.M. 1875
(2.500 AC.)

1720 20
S. 51.52 04 E 2
ELEC. PILE
OLD WELL
PEAR TREE
OLD WOOD
PEAR TREE
S. 51.52 04 E 2
S. 51.52 04 E 2

COOK'S RUN
POND

SECTION 14
S. 1/4 NW

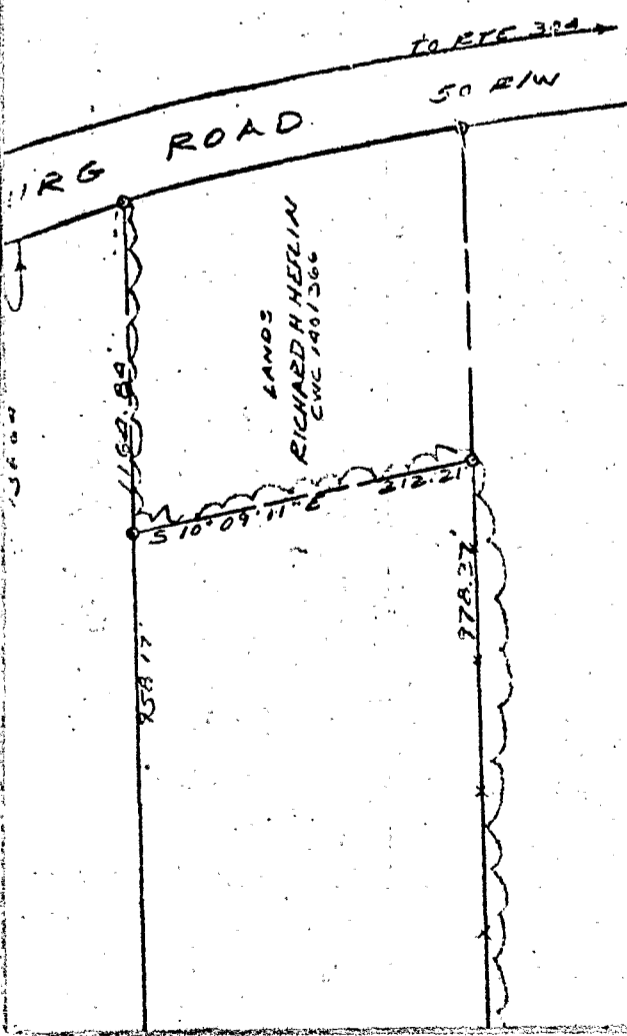


19 40594

REV	DATE
APP	1969
DRG	TOTAL 557
SC	OCT 1967

SURVEY OF THE LANDS OF
 E.O.O. SAUNDERS (HEIRS)
 (4.684 AC.)
 THE LANDS BELIEVED TO BE THAT OF

SHEET NO.
 FILE NO.

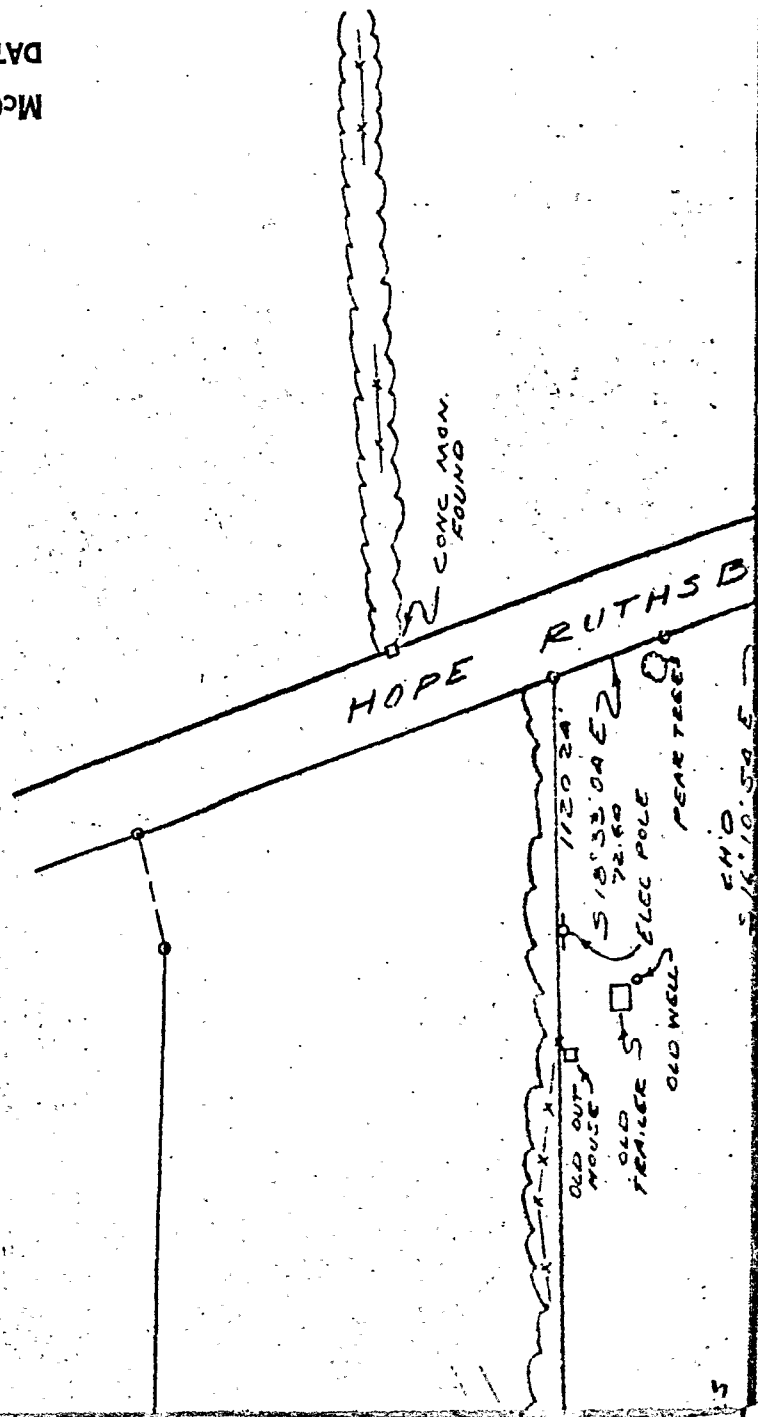


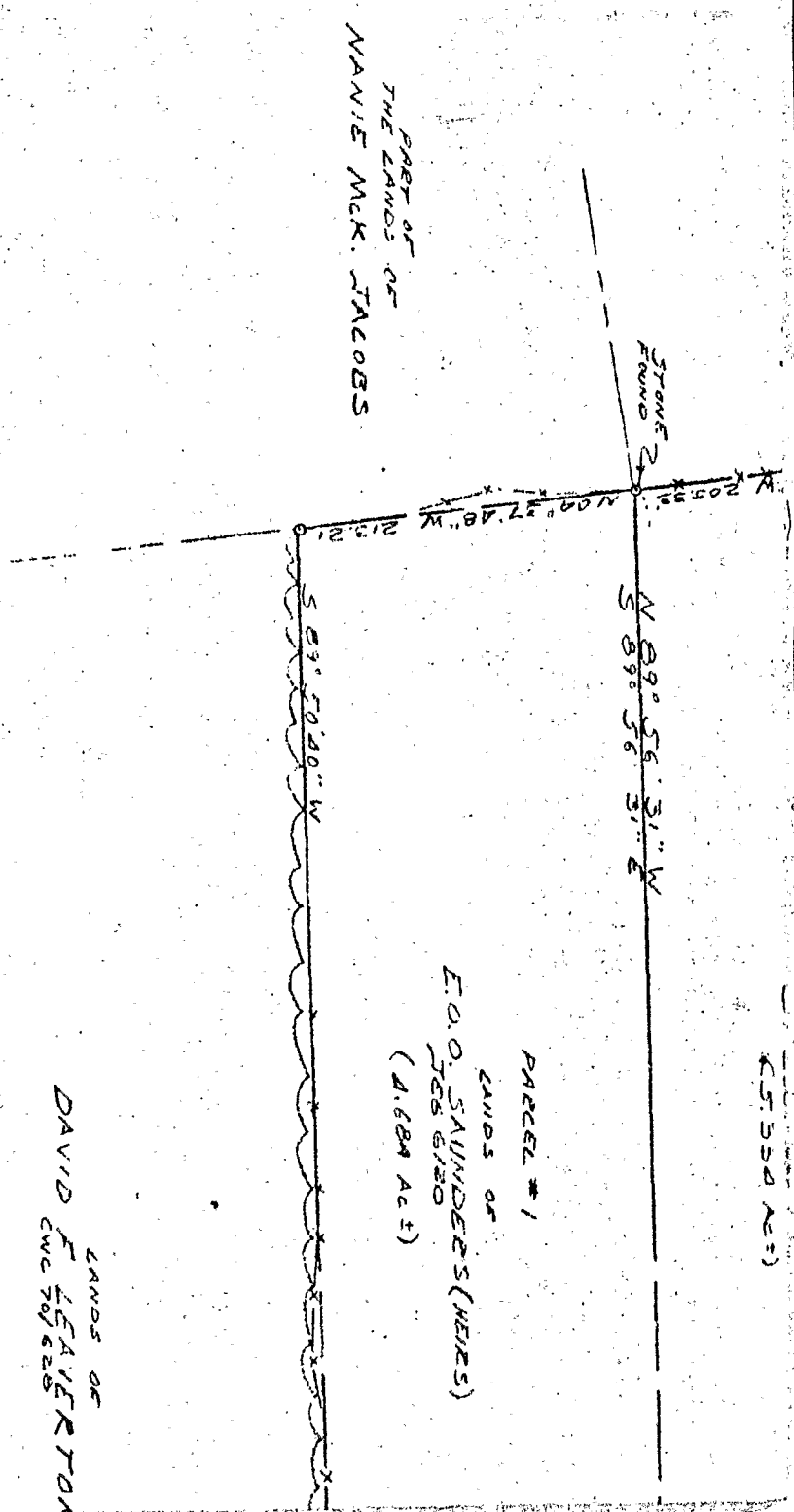
MCRONE

MANAGERS & PLANNERS - SUPERVISORS

LE
"100"
MAN BY
WITH
APPROVED
SIGN

DATE PRINTED 10/2/87
MCRONE, INC.

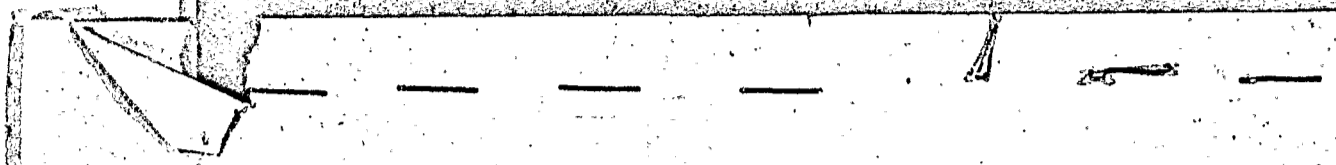




X X DENOTES FENCE LINE FOUND

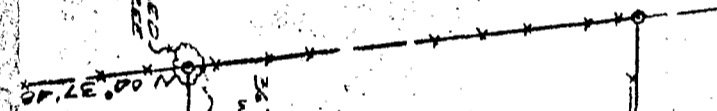
LANDS OF
DAVID F. LEVERTON
CWC 509 628

The above described parcel #2 is land believed by Lucy Saunders Lindsay, granddaughter of E. O. Saunders, to be that of the heirs of E. O. Saunders. The lands and remnants of old improvements were pointed out to McGroves, Inc. in the field on Oct. 2, 1987 by Lucy Saunders Lindsay.



LANDS OF
FRANK L BEAVER
NW 2/510

BLAZED
TREE



36' WILLOW TREE
W/WRSS

S 89° 42' 21" E

LANDS OF
WILLIAM H DEAN
NW 1/51/829

LANDS OF
SERALD H. HIGGINS
NW 1/51/300
(6.543 AC)

PARCEL # 2
LAND BELIEVED TO BE THAT
OF THE HEIRS OF E.O. SAUNDERS
BY 1/11/1940 DEEDS 2 AND 5A

19 ⁵⁹⁸
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO: Edward O.O. Saunders

Name _____

Address c/o Lucy A. Saunders Lindsay
2106 Walbrook Avenue

County Baltimore, MD. 21217

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 599
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Rebecca J. Saunders

Address C/o Lucy A. Saunders Lindsay
2106 Walbrook Avenue

County Baltimore, MD. 21217

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

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SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
PAUL CO.

19 NOV 1987
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Lucy A. Saunders Lindsay

2106 Walbrook Avenue

Address Baltimore, Maryland 21217

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

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SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
PAUL CO.

19 601
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Lewis Burgess
727 North Edgewood Street
Address Baltimore, Md. 21229

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

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SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
PAUL CO.

19 609
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Beatrice Saunders Burgess
727 North Edgewood Street
Address Baltimore, Maryland 21229
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
Baltimore, Maryland 21229
(Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987 Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____ SHERIFF _____

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CV-1
PAUL CO.

19 ~~NOV~~ 603
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Myrtle A. Saunders
1617 E. Preston Street
Address Baltimore, Maryland 21213

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
PAUL CO.

19 ⁶⁰¹
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Eva Saunders
c/o Myrtle A. Saunders
Address 1617 E. Preston Street
Baltimore, Maryland 21213
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
PAUL CO.

19 ^{NOV} 605
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Bernidet Saunders
c/o Myrtle A. Saunders
Address 1617 E. Preston Street
Baltimore, MD. 21213
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) ? Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987 Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____ SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 th 606
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name William H. Saunders IV
c/o Myrtle A. Saunders
Address 1617 E. Preston Street
Baltimore, Md. 21213
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 NOV 607
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name McKeven Saunders
c/o Myrtle A. Saunders
Address 1617 E. Preston Street
Baltimore, MD. 21213
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
Baltimore, Maryland 21229
(Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 608
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Bernard Saunders
2850 Harlem Avenue
Address Baltimore, Md. 21216

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

1987 19-23 609
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Thelma Derricks
3801 Bowers Avenue
Address Baltimore, MD. 21207

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 JUNE 610
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Clarence W. Saunders Jr.
1300 Gilmore Street
Address Baltimore, MD. 21217
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 NOV 611
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name CLIFFORD SAUNDERS

Address 13700 Madison Street, Miami, Florida 33176

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name CHARLES N. SAUNDERS

Address P. O. Box 3789 St. Thomas, Virgin Islands 00810

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 90 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

19-85613
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Joan M. Saunders Lucas
756 N. Linnard Street
Address Baltimore, MD. 21229
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached
Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
Baltimore, Maryland 21229
(Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987 Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____ SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 614
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Eurith P. Saunders Gregg
719 Union Avenue

Address Havre de Grace, MD. 21078

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite H. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

1987 19 AG 615

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name ROSEWALDEN KELLEY

Address 801 Loudon Mills Street, Greensboro, North Carolina 27401

County

You are hereby summoned to file a written response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Garlin, 4210 Wilkens Avenue, (Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$

SHERIFF

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

RET 19 213 616
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name WEBSTER D. KELLEY

Address 1721 Bunea Vista Street, Detroit, Michigan 48238

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 ^{NOV} 617
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name CONSOLWELLIA KELLEY

Address 3526 Carey Road, Philadelphia, Pennsylvania 19154

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name REBECCA KELLEY EDWARDS

Address 2542 Spangler Street, Philadelphia, Pennsylvania 19121

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached
Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
FAUL CO.

19 619
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name CAREY KELLEY

Address Riverstower Apt #825, 7800 E. Jeffers Street, Detroit, Michigan 48214

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)
Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 620
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name HAROLD KELLEY
Address %Carey Kelley, Riverstower Apt #825, 7800 E. Jeffers Street, Detroit, Michigan
48214
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached
Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)
Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987 Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____ SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 ^{APR} 621
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name WILBOURNE O. KELLEY III

Address % Carey Kelley, Riverstower Apt #825, 7800 E. Jeffers Street, Detroit, Michigan 48216

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 ^{NOV} 6 22
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name CHARICE KELLEY OLIVER

Address %Carey Kelley, Riverstower Apt #825, 7800 E. Jeffers Street, Detroit, Michigan
48216

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

19 JAC 623
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name AMILEA KELLEY BURKE

Address 2632 N. 27th Street, Philadelphia, Pennsylvania 19132

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue,
(Name and Address)

Baltimore, Maryland 21229

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
FAUL CO.

19 ^{JAN} 6 24
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Gerald H. Higgins
1419 North Potomac Street
Address Baltimore, MD 21213

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

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CV-1
PAUL CO.

19 PAGE 625
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name David F. Leaverton
Centreville Md 21617

Address _____

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

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CV-1
PAUL CO.

19 626
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Elva L. Leaverton

Address Centreville Md 21617

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue-
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
PAUL CO.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/768-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Richard H. Heflin
Route No. 1 Box 110
Address Centreville, MD. 21617
County

You are hereby summoned to file a written response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue, Baltimore, Maryland 21229 (Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

- 1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
- 2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$

SHERIFF

NOTE:

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CV-1
PAUL CO.

19 628
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1773

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Norma J. Heflin
Route No. 1 Box 110
Address Centreville MD 21617

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

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CV-1
PAUL CO.

19 ^{ACT 629}

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Frank Beaver

Route No. 1 Box 40

Address Centreville MD 21617

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

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CV-1
PAUL CO.

19 630
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Catherine Beaver

Route No. 1 Box 40

Address Centreville MD 21617

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas G. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
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SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

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CV-1
PAUL CO.

19 631
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:
Name William H. Dean
Route No. 1 Box No. 1
Address Centreville MD. 21617
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987 Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

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SHERIFF'S RETURN

FEE \$ _____ SHERIFF _____

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CV-1
PAUL CO.

19 ~~NOV~~ 632
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
801/758-1778

WRIT OF SUMMONS

Case Number 87-01185

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name Nanie Mck. Jacobs, Estate

c/o C. David Muth

Address P.O. Box 698

Chestertown, MD. 21620

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by LAMAR COMPANY (A PARTNERSHIP) % Thomas C. Carlin, 4210 Wilkens Avenue
(Name and Address)
Baltimore, Maryland 21229

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued November 13, 1987

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

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SHERIFF _____

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CV-1
PAUL CO.

19 JAN 633

Thomas C. Carlin, Attorney
4210 Wilkens Avenue
Baltimore, Md. 21229

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
CIVIL ACTION No. 87-01185

LAMAR COMPANY - (a partnership) 4210 Wilkens Avenue, Baltimore, Md, Plaintiff
vs. EDWARD O. O. SAUNDERS and REBECCA J. SAUNDERS, his wife, % of Lucy A. Saunders
Lindsay, 2106 Walbrook Ave Balto. Md. 21217; LUCY A. SAUNDERS LINDSAY, 2106 Wal-
brook Ave., Balto, Md 21217; LEWIS BURGESS and BEATRICE SAUNDERS BURGESS, his
wife, 727 North Edgewood St. Balto., Md. 21229; THELMA DERRICKS 3801 Bowers Ave.
Balto., Md 21207; MYRTLE A. SAUNDERS, 1617 E. Preston Street, Balto., Md 21213;
BERNARD SAUNDERS 2850 Harlem Ave., Balto., Md. 21216; EVA SAUNDERS, BERNIDET
SAUNDERS, WILLIAM H. SAUNDERS IV and McKEVEN SAUNDERS, % Eva Saunders 107 Fitz
Court Apt 202 Reisterstown, Md. 21136; CLARENCE W. SAUNDERS JR., 1300 Gilmore St.
Balto., Md. 21217; CLIFFORD SAUNDERS, 13700 Madison St. Miami, FL. 33176; CHARLES
N. SAUNDERS, P. O. Box 3789 St. Thomas, Virgin Islands 00810; JOAN M. SAUNDERS,
756 N. Linnard St. Balto., Md. 21229; EURITH P. SAUNDERS GREGG, 719 Union Ave,
Havre de Grace, Md. 21078; WARNER R. TRAYHAM, Address unknown; LESLEY ADDLIA E.
SAUNDERS, Address unknown; ROSEWALDEN KELLEY 801 Loudon Mills St., Greensboro,
NC 27401; WEBSTER D. KELLEY 1721 Bunea Vista St., Detroit, MI. 48238; CONSOL-
WELLIA KELLEY 3526 Carey Rd. Philadelphia, Pa. 19154; REBECCA KELLEY EDWARDS
2542 Spangler St. Philadelphia, Pa. 19121; CAREY KELLEY Riverstower Apt #825,
78000 E. Jeffers St., Detroit, MI. 48218; HAROLD KELLEY, WILBOURNE O. KELLEY 111.
and CHARICE KELLEY OLIVER % Carey Kelley Riverstower Apt #825, Detroit, MI. 48216;
AMILEA KELLEY BURKE 2632 N. 27th St. Philadelphia, Pa. 19132; GERALD H. HIGGINS
1419 N. Potomac St. Balto. Md 21213; DAVID F. LEAVERTON and ELVA L. LEAVERTON,
his wife, Centreville, Md 21617; RICHARD H. HEFLIN and NORMA J. HEFLIN, his wife,
Route No. 1 Box 110 Centreville, Md 21617; FRANK BEAVER and CATHERINE BEAVER, his
wife, Route No. 1 Box 40 Centreville, Md 21617; WILLIAM H. DEAN Route No. 1 Box
No. 1 Centreville, Md. 21617; NANIE McK, JACOBS, ESTATE % David Muth P. O. Box
698 Chestertown, Md. 21620, and any and all unknown heirs, alienees, devisees and
assignees of the foregoing and any and all persons whether residents of the State
of Maryland or not, or bodies corporate, being or claiming to have any interest in
the property situate in the sixth Election District of Queen Anne's County, de-
scribed as 10 acres, west side Hope-Ruthsburg Rd east of Centreville being design-
ated on map 46 as parcel 23 Queen Anne's County Tax Maps Deed JEG 6/20 and as
shown as parcel # 1 on a preliminary plat by J. R. McCrone dated October 2nd 1987
together with parcel # 2 as shown on said plat being the parcel of land referred
to in said Deed and as occupied by Edward O. O. Saunders and his heirs, defendants.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of
redemption in the following property located in the Sixth Election District of
Queen Anne's County, Maryland, sold by the Collector of Taxes for the County of
Queen Anne's, State of Maryland, to the Plaintiff in this proceeding. Described
as 10 acres west side Hope-Ruthsburg Road east of Centreville, being designated
on map 46 as parcel 23 Queen Anne's County Tax maps Deed JEG 6/20 and as shown as
parcel # 1 on a preliminary plat by J. R. McCrone dated October 2nd 1987 together
with parcel # 2 as shown on said plat being the parcel of land referred to in
said Deed and as occupied by Edward O. O. Saunders and his heirs.

The complaint states, among other things, that the amounts necessary for redemption have not been paid. Is thereupon this 18th day of November 1987, by the Circuit Court for Queen Anne's County, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for three (3) successive weeks, warning all persons interested in the property to appear in this Court by the 25th day of January, 1988, and redeem the property described herein and answer the complaint of thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Rayton C. Carter
 JUDGE

RECEIVED
 CLERK, CIRCUIT COURT
 1987 NOV 18 PM 2:01
 QUEEN ANNE'S COUNTY

LAMAR COMPANY,
Plaintiff

vs.

EDWARD O. O. SAUNDERS, et al.
Defendants

IN THE CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY

Civil Action No. 87-01185

MOTION TO DISMISS

Nannie McK. Jacobs Estate, Defendants, by David C. Bryan, its attorney, moves pursuant to Maryland Rule 2-322 that process herein against said Defendants be quashed because of insufficient service. The grounds for this motion are:

1. The Defendants are not properly named in that the Estate of Nannie McK. Jacobs has been closed for many years, and the property referred to in the Petition is now owned by Annie J. Phillips, whose address is 80 Rogers Street, Apartment No. 7-B, Clearwater, Florida 33516, and Frances J. Campbell, whose address is 34 Parks Avenue, Newnam, Georgia 30263.
2. Neither of said Defendants is, nor have for many years been a resident of the State of Maryland.
3. Process was not served personally upon either of said Defendants, but upon David Muth, Chestertown, Maryland, who has no authority to accept it.

Respectfully submitted,

*Motion granted this
12th day of January 1988
by the Court.*

David C. Bryan
David C Bryan
27 South Harrison Street
Easton, Maryland 21601
Telephone: 301-822-7342

Attorney for Defendants

*Clayton Carla
Judge*

RECEIVED
CLERK, CIRCUIT COURT
1987 DEC 29 AM 9:17
QUEEN ANNE'S COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN 13 AM 9:56
QUEEN ANNE'S COUNTY

19 40636

CERTIFICATE OF SERVICE

I hereby certify that on the *23rd* day of December, 1987, a copy of the foregoing Motion to Dismiss was mailed first class mail, postage prepaid, to the following:

Lamar Partnership
c/o Thomas C. Carlin
4210 Wilkins Avenue
Baltimore, Maryland 21229

Edward O.O. and Rebecca J. Saunders
c/o Lucy A. Saunders Lindsay
2106 Walbrook Avenue
Baltimore, Maryland 21217

Lucy A. Saunders Lindsay
2106 Walbrook Avenue
Baltimore, Maryland 21217

Lewis and Beatrice Saunders Burgess
727 North Edgewood Street
Baltimore, Maryland 21229

Myrtle A. Saunders
1617 E. Preston Street
Baltimore, Maryland 21213

Eva Saunders
Bernidet Saunders
William H. Saunders, IV
McKeven Saunders
c/o Myrtle A. Saunders
1617 E. Preston Street
Baltimore, Maryland 21213

Bernard Saunders
2859 Harlem Avenue
Baltimore, Maryland 21216

Thelma Derricks
3801 Bowers Avenue
Baltimore, Maryland 21207

Clarence W. Saunders, Jr.
1300 Gilmore Street
Baltimore, Maryland 21217

Clifford Saunders
Post Office Box 3789, St. Thomas
Virgin Islands, 00810

Joan M. Saunders Lucas
756 N. Linnard Street
Baltimore, Maryland 21229

Eurith P. Saunders Gregg
719 Union Avenue
Havre de Grace, Maryland 21078

Rosewalden Kelley
801 Loudon Mills Street
Greensboro, North Carolina 27401

Webster D. Kelley
1721 Bunea Vista Street
Detroit, Michigan 48238

Consolwellia Kelley
3526 Carey Road
Philadelphia, Pennsylvania 19154

Rebecca Kelley Edwards
2542 Spangler Street
Philadelphia, Pennsylvania 19121

Carey Kelley
Riverstower Apt. No. 825
7800 E. Jeffers Street
Detroit, Michigan 48216

Harold Kelley
Wilbourne O. Kelley, III
Charice Kelley Oliver
c/o Carey Kelley
Riverstown Apt. No. 825
7800 E. Jeffers Street
Detroit, Michigan 48216

Amilea Kelley Burke
2632 N. 27th Street
Philadelphia, Pennsylvania 19132

Gerald H. Higgins
1419 North Potomac Street
Baltimore, Maryland 21213

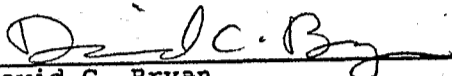
David F. and Elva L. Leaverton
Centreville, Maryland 21617

Richard H. and Norma L. Heflin
Route 1, Box 110
Centreville, Maryland 21617

19 40 638

Frank and Catherine Beaver
Route 1, Box 40
Centreville, Maryland 21617

William H. Dean
Route 1, Box No. 1
Centreville, Maryland 21617


David C. Bryan

19 00 570

LAMAR COMPAY
(A PARTNERSHIP)
% Thomas C. Carlin
4210 Wilkens Avenue
Baltimore, Maryland 21229

Plaintiff

vs

Edward O. O. Saunders
Rebecca J. Saunders, his wife
% Lucy A. Saunders Lindsay
2106 Walbrook Avenue
Baltimore, Maryland 21217
etal

Defendants

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 87-01185

AFFIDAVIT OF SERVICE

I HEREBY CERTIFY, That on this *12th* day of *January*, 1988, before me the subscriber, a Notary Public of the State of Maryland, personally appeared THOMAS C. CARLIN, Attorney and he made oath in due form of law that Writs of Summonses were served or not served on the Defendants in this cause as hereinafter noted:

Edward O. O. Saunders-deceased- served on Lucy Lindsay 11-23-87

Rebecca J. Saunders-deceased- served on Lucy Lindsay 11-23-87

Lucy A. Saunders Lindsay- served 11-23-87

Lewis Burgess- served 11-26-1987

Beatrice Saunders Burgess-deceased- served on Mr Burgess 11-26-87

Myrtle A. Saunders- served 12-2-1987

Eva Saunders- Served 12-2-1987 on Myrtle A. Saunders

Bernidet Saunders- Served 12-2-1987 on Myrtle A. Saunders

William H. Saunders IV- Served 12-2-1987 on Myrtle A. Saunders

McKeven Saunders- Served 12-2-1987 on Myrtle A. Saunders

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN 12 AM 11:54
QUEEN ANNE'S COUNTY

19 610

Bernard Saunders- Certified Letter- Received by Bernard Saunders-no date
Thelma Derricks- Served 11-26-1987
Clarence W. Saunders Jr. Incorrect address- Not served
Clifford Saunders- Certified Letter- Received by Christine Saunders 11-28-1987
Charles N. Saunders- Certified Letter- Received by Joan W. Sanunders 11-30-1987
Joan M. Saunders Lucas- Served 12-2-1987
Eurith P. Saunders Gregg- Served 12-12-1987
Warner R. Trayham- Served 12-10-1987
Lesley Addlia E. Saunders- Address unknown
Rosewalden Kelley- Certified Letter Returned Unclaimed 11-28-1987
Webster D. Kelley- Certified Letter Received by Webster Kelley No date
Consolwellia Kelley- Certified Letter Received by Esther Kelley 11-27-1987
Rebecca Kelley Edwards- Certified Letter Received by Rebecca Edwards 11-30-1987
Carey Kelley- Certified Letter Received by O. Calhernon 11-28-1987
Harold Kelley- Certified Letter Did not return as of 1-1-1988
Wilbourne O. Kelley III- Certified Letter Received by Ethel Stinson 12-2-1987
Clarice Kelley Oliver- Certified Letter Received by D. Calwell 11-30-1987
Amilea Kelley Burke- Certified Letter Received by Amilia K. Burke 11-28-1987
Gerald H. Higgins- Served 12-20-1987
David F. Leaverton- Served 12-1-1987
Elva L. Leaverton- Served 12-1-1987
Richard H. Heflin- Served 12-1-1987
Norma J. Heflin- Served 12-1-1987
Frank Beaver- Served 12-1-1987
Catherine Beaver- Served 12-1-1987
William H. Dean- Served 12-1-1987
Nanie McK. Jacobs, Estate- Served 12-1-1987

WITNESS:

Ruth E Voskell

Thomas C Carlin
Thomas C. Carlin

Subscribed and sworn to, on this 12th day of January, 1988

Ruth E Voskell
Notary Public

My Commission Expires



19 612

LAMAR COMPANY
(A PARTNERSHIP)
% Thomas C. Carlin
4210 Wilkens Avenue
Baltimore, Maryland 21229

Plaintiff

vs

Edward O. O. Saunders
Rebecca J. Saunders, his wife
% Lucy A. Saunders Lindsay
2106 Walbrook Avenue
Baltimore, Maryland 21217
etal

Defendants

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 87-01185

REQUEST FOR PARTIAL DISMISSAL

Dear M's Clerk:

Please dismiss two of the Defendants, Nanie McK. Jacobs, Estate % David Muth, P. O. Box 698, Chestertown, Maryland 21620 and William H. Dean Route No. 1 Box No. 1 Centreville, Maryland 21617 from this proceeding, retaining, however, all other Defendants not heretofore or hereby dismissed.

Thomas C. Carlin

Thomas C. Carlin
4210 Wilkens Avenue
Baltimore, Maryland 21229
301-242-6322
Attorney for Plaintiff

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN 12 AM 11:54
QUEEN ANNE'S COUNTY

1988 19 JAN 13

-ORDERED

It is hereby ORDERED, this 12th day of January, 1988 that two of the Defendants, Nanie McK. Jacobs, Estate of David Muth, P. O. Box 698, Chestertown, Maryland 21620, and William H. Dean Route No. 1, Box No. 1 Centreville, Maryland 21617 be dismissed from this proceeding, retaining, however, all other Defendants not heretofore or hereby dismissed.

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN 13 AM 9:55
QUEEN ANNE'S COUNTY

Clayton Corlier
Judge

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
2. Restricted Delivery.

3. Article Addressed to:
Clifford Saunders 14
13700 Madison St
Miami, Florida 33176

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 868
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *Christine Saunders*

7. Date of Delivery
11/28

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
2. Restricted Delivery.

3. Article Addressed to:
Charles N. Saunders 15
P.O. Box 3789
St Thomas, Virgin Islands
00810

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 863
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *Charles N. Saunders*

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
11/30/87

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
2. Restricted Delivery.

3. Article Addressed to:
Consolwella Kelley 22
3526 Carey Road
Philadelphia, Pa. 19154

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 865
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *Consolwella Kelley*

6. Signature - Agent
X

7. Date of Delivery
NOV 30 1987

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
2. Restricted Delivery.

3. Article Addressed to:
Webster D. Kelley 21
1721 Bunia Vista Street
Detroit, Michigan
48236

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 870
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *Webster D. Kelley*

6. Signature - Agent
X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery.

3. Article Addressed to:
 Charice Kelley Oliver 27
 % Carey Kelley
 7800 E Jeffers St Apt 825
 Detroit, Michigan 48214

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 824
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Charice Kelley Oliver*

6. Signature - Agent
 X *W. Caldwell*

7. Date of Delivery
 11/30/87

8. Addressee's Address (ONLY if requested)

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery.

3. Article Addressed to:
 Amilea Kelley Burke 28
 2632 N. 27th Street
 Philadelphia Pennsylvania 19132

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 866
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Amilea K. Burke*

6. Signature - Agent
 X

7. Date of Delivery
 11/28/87

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery.

3. Article Addressed to:
 Rebecca Kelley Edwards 23
 2542 Spangler St
 Philadelphia, Pa 19121

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 867
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X *Rebecca Edwards*

6. Signature - Agent
 X

7. Date of Delivery
 11/30/87

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery.

3. Article Addressed to:
 Wilbourne O. Kelley 111 26
 % Carey Kelley
 7800 E Jeffers St Apt # 825
 Detroit, Michigan 48214

4. Type of Service: Article Number
 Registered Insured P624
 Certified COD 774 873
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X *Emel Stinson*

7. Date of Delivery
 12/2/87

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

19 APR 6 16

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
 2. Restricted Delivery.

3. Article Addressed to:
 Carey Kelley 24
 Riverstower Apt # 825
 7800 E Jeffers Street
 Detroit, Michigan 48214

4. Type of Service: Article Number
 Registered Insured PG24
 Certified COD 774871
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
 X

6. Signature - Agent
 X *D. C. C. C.*

7. Date of Delivery
 NOV 28 1981

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN

THOMAS C. CARLIN
ATTORNEY AT LAW

42m Check No. 19324
 Claim Check No. 202568

Date 12/1
 Hold

Date 12/1/87
 Hold

1ST Notice
 2ND Notice

1ST Notice
 2ND Notice

Returned to SENDER
 12/1/87
 1239 UNCLAIMED NOT KNOWN
 Ke-see

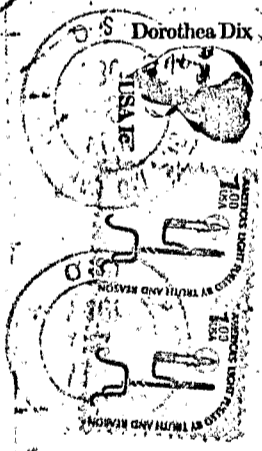
74 869

RETURN RECEIPT REQUESTED

UNCLAIMED

Mr Rosewalden Kelley
801 Laiden Mills Street
Greensboro, North Carolina 27401

Laiden Mills St.



19 ~~AG~~ 617

Centreville, Md. 12/9 19 87

We Hereby Certify

That the annexed advertisement of

Civil Action No. 87-01185

was published in the RECORD OBSERVER, a newspaper published in

Queen Anne's County, Maryland, once

in each of 3 successive weeks before

the 25th day of Jan 19 88.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the

25th day of Nov 19 87,

and the last insertion on the

9th day of Dec

19 87

Publishers, Record Observer

Per Dorothy A. Moore

REGISTRAR
CLERK, CIRCUIT COURT

1988 FEB 25 AM 10:40

QUEEN ANNE'S COUNTY

Thomas C. Carlin, Attorney
4210 Wilkens Avenue
Baltimore, Md. 21229
IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
CIVIL ACTION No. 87-01185

LAMAR COMPANY - (A partnership) 4210 Wilkens Avenue, Baltimore, Md., Plaintiff vs: EDWARD O. O. SAUNDERS and REBECCA J. SAUNDERS, his wife, c/o Lucy A. Saunders Lindsay, 2106 Walbrook Ave., Balto. Md. 21217; LUCY A. SAUNDERS LINDSAY, 2106 Walbrook Ave., Balto., Md. 21217; LEWIS BURGESS and BEATRICE SAUNDERS BURGESS, his wife, 727 North Edgewood St., Balto., MD. 21229; THELMA DERRICKS 3801 Bowers Ave., Balto., Md. 21207; MYRTLE A. SAUNDERS, 1617 E. Preston Street, Balto., Md. 21213; BERNARD SAUNDERS 2850 Harlem Ave., Balto., Md. 21216; EVA SAUNDERS, BERNIDET SAUNDERS, WILLIAM H. SAUNDERS IV and McKEVEN SAUNDERS, c/o Eva Saunders, 107 Fitz Court, Apt. 202, Reisterstown, Md. 21136; CLARENCE W. SAUNDERS JR., 1300 Gilmore St., Balto., Md. 21217; CLIFFORD SAUNDERS, 13700 Madison St., Miami, Fl. 33176; CHARLES N. SAUNDERS, P.O. Box 3789 St. Thomas, Virgin Islands 00810; JOAN M. SAUNDERS, 756 N. Linnard St., Balto., Md. 21229; EURITH P. SAUNDERS GREGG, 719 Union Ave., Havre de Grace, Md. 21078; WARNER R. TRAYHAM, Address unknown; LESLEY ADDLIA E. SAUNDERS, Address unknown; ROSEWALDEN KELLEY, 801 Loudon Mills St., Greensboro, NC 27401; WEBSTER D. KELLEY, 1721 Bunea Vista St., Detroit, MI. 48238; CONSOL-WELLIA KELLEY, 3526 Carey R., Philadelphia, Pa. 19154; REBECCA KELLEY EDWAROS, 2542 Spangler St., Philadelphia, Pa. 19121; CAREY KELLEY, Riverstower, Apt. #825, 78000 E. Jeffers St., Detroit, MI 48218; HAROLD KELLEY, WILBOURNE O. KELLEY III and CLARICE KELLEY OLIVER, c/o Carey Kelley, Riverstower, Apt. #825, Detroit, MI 48216; AMILEA KELLEY BURKE, 2632 N. 27th St., Philadelphia, Pa. 19132; GERALD H. HIGGINS, 1419 N. Potomac St., Balto., Md. 21213; DAVID F. LEAVERTON and ELVA L. LEAVERTON, his wife, Centreville, Md. 21617; RICHARD H. HEFLIN and NORMA J. HEFLINE, his wife, Route No. 1, Box 110, Centreville, Md. 21617; FRANK BEAVER and CATHERINE BEAVER, his wife, Route No. 1, Box 40, Centreville, Md. 21617; WILLIAM H. DEAN, Route No. 1, Box No. 1, Centreville, Md. 21617; NANIE mck, JACOBS, ESTATE c/o David Muth, P.O. Box 698, Chestertown, Md. 21620; and any and all unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons whether residents of the State of Maryland or not, or bodies corporate, being or claiming to have any interest in the property situate in the Sixth Election District of Queen Anne's County, described as 10 acres, west side Hope-Ruthsburg Rd., east of Centreville being designated on map 46 as parcel 23, Queen Anne's County Tax Maps, Deed JEG 6/20 and as shown as parcel #1 on a preliminary plat by J. R. McCrone dated October 2nd 1987 together with parcel #2 as shown on said plat being the parcel of land referred to in said Deed and as occupied by Edward O. O. Saunders and his heirs, defendants.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the Sixth Election District of Queen Anne's County, Maryland, sold by the Collector of Taxes for the County of Queen Anne's, State of Maryland, to the Plaintiff in this proceeding. Described as 10 acres west side Hope-Ruthsburg Road east of Centreville, being designated on map 46 as parcel 23 Queen Anne's County Tax maps Deed JEG 6/20 and as shown as parcel #1 on a preliminary plat by J. R. McCrone dated October 2nd 1987 together with parcel #2 as shown on said plat being the parcel of land referred to in said Deed and as occupied by Edward O. O. Saunders and his heirs.

The complaint states, among other things, that the amounts necessary for redemption have not been paid. Is thereupon this 18th day of November 1987, by the Circuit Court for Queen Anne's County, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for three (3) successive weeks, warning all persons interested in the property to appear in this Court by the 25th day of January, 1988, and redeem the property described herein and answer the complaint or thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Clayton C. Carter
JUDGE

True Copy: Test
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk

Filed: November 18, 1987
Queen Anne's County

RB-11-25-31-035

19 61

RAT No. 1218

DATE	
FOLDER REF.	1869
JOB NO.	707401557
DATE	OCT. 1987

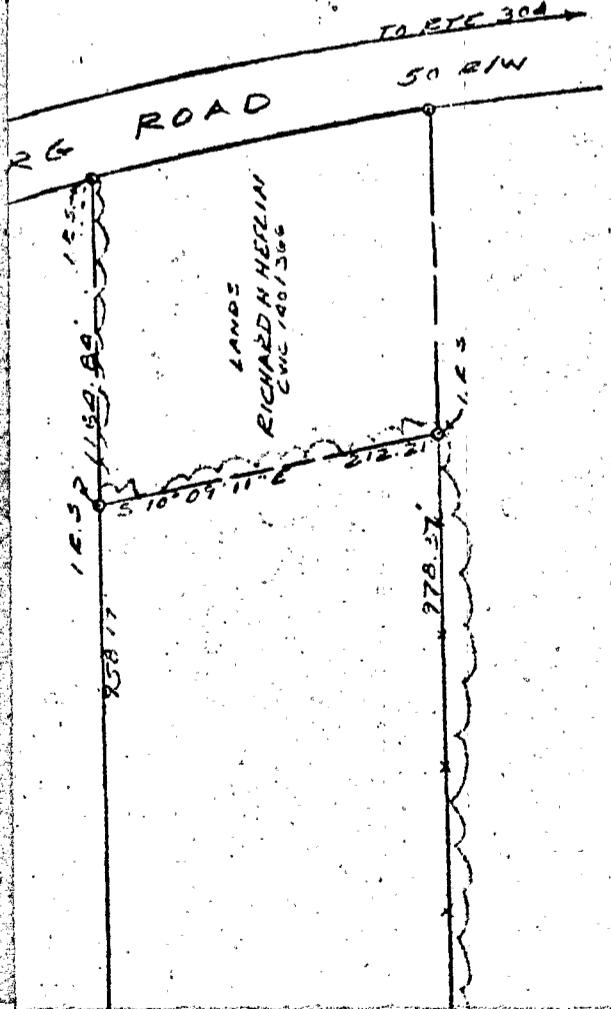
LINE OF AGREEMENT SURVEY
 ON THE LANDS OF
 F.O.O SAUNDERS (HEIRS)
 (4664 AC.)
 THE LANDS BELIEVED TO BE THAT OF
 F.O.O SAUNDERS (HEIRS)
 (5213 AC.)
 5TH DISTRICT QUEEN ANNE'S CO.
 MARYLAND

SHEET NO.

FILE NO. 1218

McCRONE, INC.
 DATE PRINTED 2.26.88

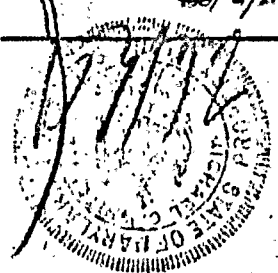
RECEIVED
 CLERK, CIRCUIT COURT
 1988 FEB 25 AM 10:40
 QUEEN ANNE'S COUNTY



is subject to and together with existing rights, right-of-way and agreements for roadway, electric transmission lines and telephone lines and services and maintenance thereof. This plat is to a title search.

19 649

SEAL DATE 1/12/32



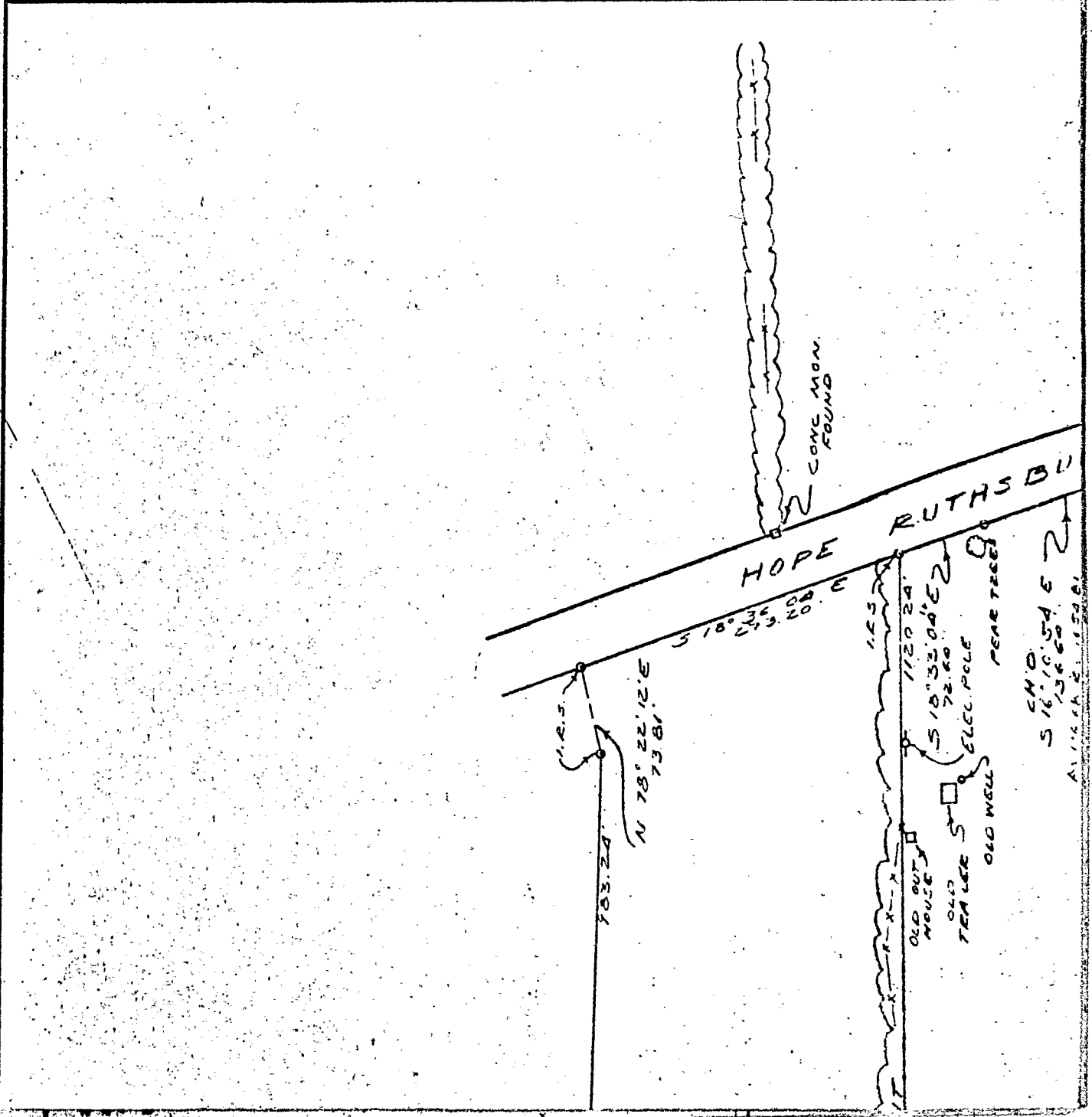
CENTREVILLE - CHESTERDOWN - DENTON - EASTON - ELKTON - LEONARDTOWN - PRINCE FREDERICK

ANNAPOLIS, MARYLAND

ENGINEERS ■ PLANNERS ■ SURVEYORS

MCGRONE

SCALE 1"=100'
DRAWN BY
CHECKED BY
APPROVED
REVISION
DATE



19 650

LANDS OF
FRANK L. BEAVER
NW 2/510

GLAZED
TREE

36" WILLOW TREE
W/WIRE

S 89° 23' 21" E

LINE OF ASSESSMENT

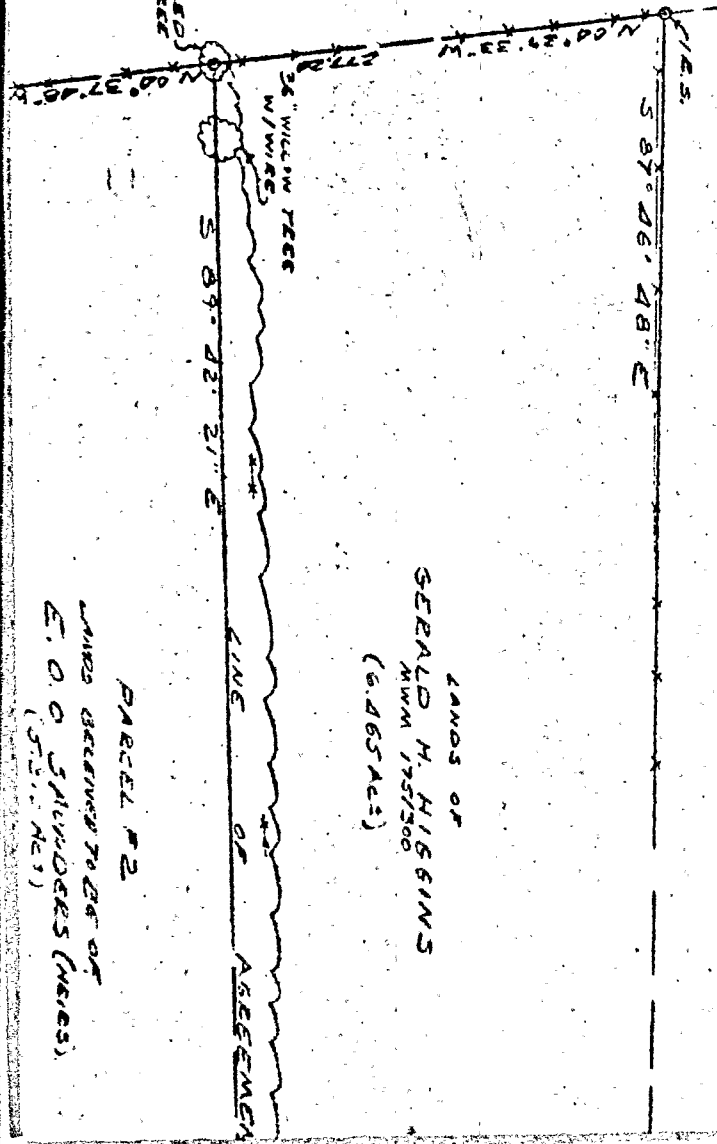
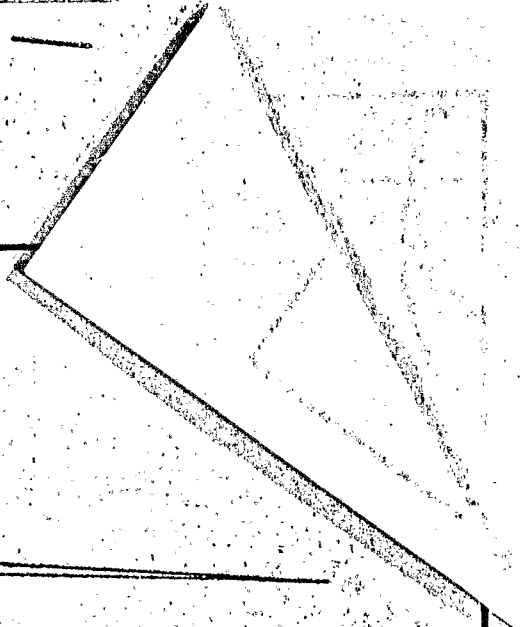
LANDS OF
GERALD H. HIGGINS
NW 1/25100
(S. 465 AC)

LANDS OF
WILLIAM H. DEAN
NW 1/25100

S 87° 06' 48" E

N 1/4 S.

PARCEL # 2
LANDS RECEIVED TO BE OF
E. O. O. SHAWNDERS (NAMES)
(S. 1/25100)



PART OF
THE LANDS OF
NANNIE MCK. JACOBS

STONE 2
FOUND

N 89° 56' 31" W
S 89° 56' 31" E

N 5° 59' 50.00" W

PARCEL # 1
LANDS OF
E. O. SAUNDERS (HEIRS)
SEC 6/120
(4.684 AC ±)

LANDS OF
DAVID F. LEAVERTON
CWC 509625

—X—X— DENOTES FENCE LINE FOUND

The above described Parcel #2 are lands believed to be of E.O.O. Saunders as indicated in the Hall of Records under Item 117, H. R. No. 15653, Queen Anna's County Board of Control and Review, Government Records, for 1890, Election District 6. Whereas, the above mentioned E.O.O. Saunders was deceased for 6 acres of land situated on the public road leading from Harper to Parkburg and adjoining the lands of B. McHenry, et al.
This information was provided to McGraw-Hill, Inc. by Thomas G. Carlin of Leary Company.

This plat
of maps,
and replat
is subject

Form No.

19 652

LAMAR COMPANY
(a partnership)

Plaintiff

vs

EDWARD O. O. SAUNDERS
REBECCA J. SAUNDERS, his wife
ETAL

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

Civil Action No. 87-01185

FINAL DECREE FORECLOSING EQUITY OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that:

1. Edward O. O. Saunders and Rebecca J. Saunders, his wife were the original owners of ten acres of land more or less situate on the west side of the public road leading from Hope to Ruthsburg, having been assessed with six (6) acres of land according to the Hall of Records under item, MD. H.R. No. 15658 Queen Anne's County Board of Control and Review (Assessment Records for 1896 Election District 6) and having acquired four (4) acres of land, more or less from Augustus C. Fleetwood and wife by Deed dated January 2, 1904 and recorded among the Land Records of Queen Anne's County in Liber J.E.G. No. 6 folio 20 as tenants by the entireties.
2. The said Edward O. O. Saunders departed this life on or about July 8, 1911 and the said Rebecca J. Saunders, his wife, departed this life on or about January 17, 1944. There were ten children born as a result of this marriage, of said parties, all of which are now deceased.
3. The parties to this proceeding being the living grandchildren, great grandchildren and great great grandchildren of the said Rebecca J. Saunders, and
4. The living widows and widowers of some of such grandchildren, great

grandchildren and great great grandchildren who may or may not have an interest in said property and,

5. The other parties to this cause being the owners of the properties surrounding the two parcels or lots of ground which are the object of this proceeding.

6. All of the parties herein have been duly served personally, duly served by certified letters, duly served by two Non-Ests and/or by publication.

AND it is further appearing that none of the said defendants have entered their appearance herein or filed an answer in these proceedings, or proceeded to redeem herein except the heirs of Nanie McK. Jacobs Estate, by David C. Bryan, attorney, who requested that this proceeding be dismissed as to the now owners, Annie J. Phillips and Frances J. Campbell. The said Nanie McK. Jacobs, Estate and William H. Dean were dismissed from this proceeding by order from this

Honorable Court on

January 13, 1988.

IT IS, THEREFORE, by the Circuit Court of Queen Anne's County, this 8th day of *March* 1988, ADJUDGED, ORDERED and DECREED that all the rights of redemption to the properties mentioned herein of all of the defendants in this proceeding (except those dismissed herefrom) and all the unknown heirs, alienees, assignees and devisees of Edward O. O. Saunders and Rebecca J. Saunders, his wife, and any of the other aforementioned parties and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vested in the Plaintiff in and to the following described properties, sold to the Plaintiff on May 20, 1986 for non-payment of taxes, to wit:

BEGINNING FOR THE FIRST at an iron rod set at the intersection of north-

westernmost corner of the lands of Richard H. Heflin (see C.W.C.140/366) and the northeastermost corner of the herein described E. O. O. Saunders (Heirs) Lands (see J.E.G.6/20) with the southermost outline of the other lands of E. O. O. Saunders (Heirs). Said beginning point being further located North 89 degrees 56 minutes 31 seconds West 206.67 feet from an iron rod set at the intersection of the northermost outline of the aforesaid Richard H. Heflin Lands with the westernmost right-of-way line of Hope-Ruthsburg Road a fifty (50) foot wide right-of-way. Thence, leaving said beginning point so fixed and binding on the division line between the aforesaid Heflin Lands and the herein described Saunders Lands South 10 degrees 09 minutes 11 seconds East 212.21 feet to an iron rod set on the northermost outline of the lands of David F. Leaverton (see C.W.C.70/628). Thence, leaving the aforementioned Heflin Lands and binding on and along an existing wire fenceline, being or intended to be the division line between the aforesaid David F. Leaverton (see C.W.C. 70/528) and the herein described E. O. O. Saunders Lands, South 89 degrees 50 minutes 40 seconds West 978.37 feet to an iron rod set at a point intended to be on the eastermost outline of the lands of Nannie McK. Jacobs. Thence leaving the Leaverton Lands and binding on a line intended to be the division lines between the aforesaid Jacobs Lands and the herein described Saunders Lands North 04 degrees 37 minutes 48 seconds West 213.31 feet to a stone found at the southeastern most corner of the lands of Frank L. Beaver (see M.B.W.2/510). Thence, leaving the aforesaid McK. Jacobs Lands and the Frank L. Beaver Lands and binding for a line intended to be the division line between the lands of E. O. O. Saunders as set forth in J.E.G6/20) and Lands of E. O. O. Saunders (Heirs) South 89 degrees 36 minutes 31 seconds East 958.17 feet to the place of beginning. Containing in all, 4.684 acres of land, more or less, as surveyed by McCrone, Incorporated, Registered Professional Engineers and Land Surveyors, in October of 1987, and shown on a survey of the lands of E. O. O. Saunders as Revised January 12, 1988 as lot No. 1.

BEING OR INTENDED TO BE all of that conveyance from Augustus G. Fleetwood and Ibbie J. Fleetwood, his wife to Edward O. O. Saunders and Rebecca J. Saunders his wife by a deed dated January 2, 1904 and recorded among the Land record books of Queen Anne's County, Maryland in Liber J.E.G.6/20.

BEGINNING FOR THE SECOND at an iron rod set at the intersection of the northeastermost corner of the lands of Richard H. Heflin (see C.W.C.140/366) and the southeastermost corner of the herein described Parcel with the westernmost right-of-way line of Hope-Ruthsburg Road a fifty (50) foot wide right-of-way. Thence, leaving said beginning point so fixed and binding on the northernmost outline of the aforesaid Heflin Lands and the lands of E. O. O. Saunders (Heirs) (see J.E.G.6/20) North 89 degrees 56 minutes 31 seconds West 1,164.84 feet to a stone found at a point intended to be the intersection of the division line between the lands of Nannie McK. Jacobs the woutheastermost corner of the lands of Frank L. Beaver (see M.B.W. 2/510) the northwesternmost corner of the lands of E. O. O. Saunders (Heirs) (see J.E.G.6/20) and the southwesternmost corner of the herein described parcel. Thence, leaving the aforesaid E. O. O. Saunders (Heirs) Lands and binding along an existing wire fence line intended to be the division line between the aforementioned Beaver Lands and the herein described lands North 04 degrees 37 minutes 48 seconds West 205.33 feet to a Blaxed tree. Thence, leaving the aforesaid Beaver Lands and binding on a line of agreement between the lands of Gerald H. Higgins (see M.W.M. 175/300) and

Lamar Company South 89 degrees 42 minutes 21 seconds East 1,120.24 feet to a point on the westernmost right-of-way line of the aforementioned Hope-Ruthsburg Road, Thence, binding on the aforesaid Hope-Ruthsburg Road the following two (2) courses and distances: South 18 degrees 33 minutes 04 seconds East 136.68 feet to the place of beginning, said curve being scribed by a chord of South 16 degrees 10 minutes 54 seconds East 136.64 feet and having a radius length of 1,654.81 feet. Containing in all, 5.313 acres of land, more or less, as surveyed by McCrone, Incorporated, Registered Professional Engineers and Land Surveyors, in October of 1987 and shown on a survey of the land of E. O. O. Saunders, as Revised January 12, 1988, as lot No. 2. See also a copy of said survey in Civil Action No. 87-01185 in the Circuit Court for Queen Anne's County.

BEING the same parcel or lot of ground assessed to E. O. O. Saunders as "6 acres of land situated on the public road leading from Hope to Ruthsburg and adjoining the lands of W. McKinney et al" as recorded in the Hall of Records for the State of Maryland, under item MD.H.R. No. 15658 Queen Anne's County Board of Control and Review, Assessments Records for the year 1896 and being also the same parcel of land as located by Lucy Saunders Lindsay, one of the grandchildren of the said E. O. O. Saunders and Rebecca J. Saunders to be the land of her grandfather and grandmother.

free and clear of all alienation and dissents of the property occurring before the date of this Decree and encumbrances on the property, except taxes that accrue after the date of sale and easements of record and any other easement that may be observed by an inspection of the property to which the property is subject and

IT IS FURTHER ORDERED, that William H. Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's execute and deliver to LAMAR COMPANY, a partnership, as defined under the Laws of the State of Maryland, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots, and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer such taxes as may be due thereon and the balance of the purchase price of the aforesaid Certificate, if any and

IT IS FURTHER ORDERED that the Plaintiff pay the costs of these proceedings

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CLERK, CIRCUIT COURT

1988 MAR -8 PM 4:26

QUEEN ANNE'S COUNTY

Clayton C. Carter
Judge

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STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION,
as Receiver for Old Court
Savings & Loan, Inc.
The Brokerage
Third Floor
34 Market Place
Baltimore, Maryland 21202

Plaintiff

v.

LIGHTHOUSE MANOR, INC.
1623 Mt. Hermon Road
Salisbury, Maryland 21801

Defendant

(Re: Bloody Point Farm)

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Case No.: 87-01058

CIVIL 8701058#
CIV FEES 70.00
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* * * * *

PETITION FOR FORECLOSURE


Plaintiff respectfully represents that the Defendant executed and delivered a Mortgage upon certain property described in the Mortgage and located in the above-captioned jurisdiction to secure the Payment of the mortgage debt and interest as mentioned in the Mortgage. The Mortgage is identified below, and an original is attached as an Exhibit to this Petition.

In the Mortgage, the Defendant assented to the passage of a Decree for the sale of the mortgaged property, to take place at any time after any default in any covenant or condition of the mortgage, all of which is stated in the Mortgage.

The Mortgage is now in default.

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QUEEN ANNE'S COUNTY

Plaintiff respectfully requests that a Decree be passed for the sale of the mortgaged property in accordance with the terms of the Mortgage and the Decree for Sale.



Bruce G. Harris
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202
(301) 625-3500

Attorney for Plaintiff

Mortgage to:
Date of Mortgage:
Secured Mortgage Debt:
Fee Simple or
Leasehold:

Old Court Savings & Loan, Inc.
November 6, 1984
\$6,500,000.
Fee Simple

3794K

120540 19-0658

THIS MORTGAGE, Made this 6 day of November, 1984, by and between

LIGHTHOUSE MANOR, INC., a body corporate of the State of Maryland, hereinafter termed the "Mortgagor", and

OLD COURT SAVINGS AND LOAN, INC., a corporation organized and existing under the laws of the State of Maryland, hereinafter termed the "mortgagee";

WHEREAS, the Mortgagor stands firmly bound and indebted and does hereby secure to the Mortgagee, the principal sum of SIX MILLION FIVE HUNDRED THOUSAND AND 00/100THS Dollars (\$ 6,500,000), as well as the interest to accrue thereon, and all other sums which may fall due hereunder, being part of the purchase money for the property hereinafter described;

AND WHEREAS, the Mortgagor has agreed and does hereby covenant to pay said principal sum (and all other sums hereby secured), with interest from date hereof, at the rate of ** per centum (%) per annum on the unpaid principal, until paid in full, in monthly installments of interest on draws only Dollars (\$), commencing on the first day of December, 1984, and continuing on the first day of each month thereafter until the whole of the principal sum and all other sums hereby secured, and all of the interest are fully paid, all being subject to the provisions hereinafter set forth. **at the rate of two (2%) per cent over the Union Trust Bank of Maryland's prime rate, with a floor of fourteen (14%) per cent on the unpaid principal, until paid in full, in monthly installments of interest only on draws, commencing on the first day of December 1, 1984 and continuing on the first day of each month thereafter, until the whole of the principal sum and all other sums hereby secured, and all of the interest are fully paid, all being subject to the provisions hereinafter set forth**

The due execution of this mortgage having been a condition precedent to the granting of said credit;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of one dollar this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the lot(s) of ground, situate, lying and being in Queen Anne's County in the State of Maryland, aforesaid, and described as follows:

BEGINNING for the First and being all that certain parcel of land, with the buildings and improvements thereon erected, known as the Bloody Point Farm, or the Muddy Creek Farm, situate on Kent Island, Queen Anne's County, Maryland, and more particularly described as follows:

BEGINNING at an iron pipe marker identifying the southeast corner of Bloody Point Farm, which point is also the northeast corner of the John D.C. Roane property lying west of the proposed bordering County Road; said point of beginning being also located at the intersection of the west right-of-way line of the proposed bordering County Road and the common property line between Bloody Point Farm and that part of the John D.C. Roane property lying west of the proposed bordering County Road; thence North 26° 63' 41" East a distance of 62.17 feet, this being a point on the west right-of-way line of the County Road; thence North 26° 41' 38" East a distance of 283.93 feet, this being a point on the west right-of-way line of the County Road; thence North 26° 28' East a distance of 1270.86 feet, this being a point on the west right-of-way line of the County Road; thence North 34° 59' 15" East a distance of 132.18 feet to an iron pipe, this being a point on the west right-of-way line of the County Road, which point is also the northeast corner of the property being described; thence turning left along the northern boundary of the property being described along a course bearing North along the northern boundary of the property being described along a course bearing North 55° 37' 43" West a distance of 1885.84 feet to an iron pipe (which pipe marks the north extremity of the meander traverse running in a southerly direction along Chesapeake Bay, from which the high tide line that marks the westerly boundary of Bloody Point Farm is located); thence continuing along the last described course a distance of 57 feet, more or less, to an intersection with the high tide line of the Chesapeake Bay, which point of intersection is the northwest corner of the property being described; thence following the high tide line of Chesapeake Bay in a southwesterly and southeasterly direction a distance of 4389 feet, more or less, to a point of intersection

**The principal sum shall be due and payable twenty-four (24) months from the date hereof.

223 559

with the west bank of Muddy Creek, which point marks the extreme southernmost tip of the land being described, being historically known as Bloody Point; thence following the bank of Muddy Creek in a northeasterly direction a distance of 1800 feet, more or less, to an iron pipe marking a point on the boundary line common to Bloody Point Farm and the property of John D.C. Roane; thence North $08^{\circ} 11' 54''$ East a distance of 200.00 feet to an iron pipe on the boundary line common to Bloody Point Farm and the property of John D.C. Roane; thence South $80^{\circ} 59' 26''$ East a distance of 991.89 feet to the first mentioned point and place of beginning, containing 116 acres, more or less.

SAVING AND EXCEPTING all those lots of ground described in a Deed dated August 15, 1952 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 8, folio 284, from Thomas Andre, et ux to James M. Hedgecock and being more particularly described as follows:

ALL those lots or parcels of land situate at the southern extremity of Kent Island and fronting on the Chesapeake Bay, in the Fourth Election District of Queen Anne's County, known and designated as Lots Nos. 12 and 12A, Section A, of the Subdivision, Kent Point Manor Company, and more particularly described according to a Plat of Survey made by Howard C. Sutton, Surveyor, in the month of October, 1951, which plat is to be recorded among the Land Records of Queen Anne's County and indexed in the names of Thomas and Victoria Andre and also Kent Point Manor Company.

SAVING AND EXCEPTING all those lots of ground described in a Deed dated May 18, 1953 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12, folio 537, from Thomas Andre and Victoria S. Andre to Jacob Kemper and Mary Kemper, his wife and more particularly described as follows:

ALL those lots of ground situate in Queen Anne's County in the State of Maryland, and being known and designated as Lots Nos. 5, 6, and 7, as laid out and shown on the Plat of Kent Point Manor and which said Plat is duly recorded among the Land Records of Queen Anne's in Plat Book T.S.P. No. 8, folio 283.

BEGINNING for the Second and being a certain tract of land, formerly a part of the John D.C. Roane property, said tract of land being bounded on the east by the new County Road, on the south by the Warren A. Shuping property, on the west by the normal high tide lines of the Chesapeake Bay and the east bank of Muddy Creek (sometimes called Bloody Point Creek), and on the north by the property known as the Bloody Point Farm, situate on Kent Island, said tract of land, which according to a survey prepared by James H. Ludlow Associates, Engineers, etc., dated November 1956, is more particularly described as follows:

BEGINNING at an iron pipe marker locating the southeast property corner of Bloody Point Farm; said point of beginning being also located at the intersection of the west right-of-way line of the abutting new County Road and the south property line of Bloody Point Farm; said point of beginning also being the northeast corner of the tract of land being described; thence proceeding in a southwesterly direction following the west right-of-way line (and along said right-of-way line) of the abutting new County Road along the following consecutive courses: South 26 degrees 03 minutes 54 seconds West a distance of 684.92 feet, South 13 degrees 17 minutes 44 seconds West a distance of 406.75 feet, South 10 degrees 48 minutes 44 seconds West a distance of 192.22 feet, South 16 degrees 35 minutes 44 seconds West a distance of 186.30 feet, South 10 degrees 16 minutes 04 seconds

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West a distance of 425.79 feet, South 09 degrees 18 minutes 04 seconds West a distance of 236.30 feet, to a point marking the southern extremity of the west right-of-way line of the new County Road where it intersects the property line of the Warren A. Shuping property on the west side of the entrance road to the Warren A. Shuping property; thence North 84 degrees 16 minutes 26 seconds West a distance of 3.33 feet to a concrete marker; thence South 01 degrees 08 minutes 44 seconds West a distance of 63.15 feet to a concrete marker on the property line common to the tract being described and the Warren A. Shuping property on the south, said concrete marker being the southeast property corner of the tract being described; thence South 87 degrees 18 minutes 04 seconds West, binding on the northerly line of the Warren A. Shuping property, which is the dividing line between the Warren A. Shuping property and the property being described, a distance of 810 feet, more or less, to the normal high tide mark (November, 1956) of the Chesapeake Bay; thence in a northwesterly direction following the high tide line of the Chesapeake Bay, a distance of 800 feet, more or less, to the inlet of Muddy Creek (Bloody Point Creek); thence following the south end east bank line of Muddy Creek in an easterly and northerly direction a distance of 2750 feet, more or less, (following the meander of the banks of Muddy Creek) to an iron pipe marking a point on the boundary line common to Bloody Point Farm and the tract of land being described; thence North 08 degrees 11 minutes 54 seconds East a distance of 200.00 feet to an iron pipe marker located at the intersection of the course just described with the south property line of Bloody Point Farm, said point of intersection being the northwest corner of the tract of land being described; thence South 80 degrees 59 minutes 26 seconds East a distance of 991.89 feet along the property line common to Bloody Point Farm and the tract being described to the first mentioned point and place of beginning. Containing 43.05 acres, more or less.

TOGETHER with any and all right, title and interest of the Grantors herein, in and to Muddy Creek (sometimes called Bloody Point Creek, and formerly known as Weedons Creek), and the bed thereof, the said creek lying between the property herein described and Bloody Point Farm.

SUBJECT to the legal operation and effect of the following Deeds and Agreements:

1. Deed from Thomas Andre and wife to The Eastern Shore Public Service Company of Maryland, dated September 16, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, folio 283.

2. Deed from Thomas Andre and wife, et al to County Commissioners of Queen Anne's County dated November 2, 1954 and recorded among the aforesaid Land Records in Liber T.S.P. No. 24, folio 425.

3. Agreement between S.T. Carlyle Tanner, et al and the Chesapeake and Potomac Telephone Company dated October 10, 1917 and recorded among the aforesaid Land Records in Liber W.F.W. No. 11, folio 94.

4. Subject to the terms and conditions as set forth on the Plat entitled, "Proposed Subdivision of Kent Manor Point" recorded in T.P.S. No. 8, folio 283.

BEING the same lots of ground which by Deed dated of even date herewith and recorded or intended to be recorded immediately prior herto among the Land Records of Queen Anne's County, was granted and conveyed by Karoland Limited Partnership unto Lighthouse Manor, Inc., the borrower herein.

-3-

LIBER 223 -A- 591

The lender herein agrees to release each lot from the operation and effect of the herein mortgage upon the payment of 105% of the appraised value of each lot and upon the payment of a release fee to the mortgagee of \$5,500.00 per lot.

DEC 13-84 * 2277: **171500
DEC 13-84 A #2277: **171500
DEC 13-84 A #2276: ***171500

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QUEEN ANNE'S COUNTY

Unpaid interest shall compound monthly on the last day of each month.

No changes that may be hereafter made in any of the terms or provisions of this mortgage, including but not limited to payments, interest, term, security, or parties, shall be deemed to be a novation or intended to operate as a release of the original obligation.

It is covenanted and agreed that the mortgagee shall not be required to prepare any accounting for the mortgagee as to the application of any monies received by it at any time, as between principal and interest, but the mortgagee shall make his own accounting thereof. The mortgagee's records shall not be determinative of the intended or actual application of the payments by the mortgagee. It is the purpose of this paragraph to ensure that this mortgage can never be usurious, nor the monies received by the mortgagee ever be applied in a usurious fashion, and that no greater sum can ever be applied to interest than that which can be legally and properly charged by the mortgagee without being usurious. Regardless of any application which may have been made, or seem to have been made by the mortgagee which would result in usury, any sum which would constitute greater than legally permissible interest shall conclusively be considered by the parties to have been paid at the time made, to principal reduction and prepayment, and not to any other purpose. In event a release of this mortgage is accepted by the mortgagee, this shall be deemed a release of any action which the mortgagee might then have for usury.

10%

LATE CHARGES: Mortgagee covenants to pay a delinquent or late charge of the greater of 10% of the total amount of any delinquent or late periodic installment of principal and interest, if the delinquency has continued for at least 15 calendar days, and a charge has not already been charged for the same delinquency. The mortgagee shall not be required to accept any delinquent payment unless accompanied with the delinquent or late charge. No payment shall be deemed to have been made until it has been received in U.S. currency at the office of the mortgagee.

PREPAYMENT CHARGES: None.

TOGETHER with the building and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TOGETHER with all fixtures, chattels, and articles of personal property now or hereafter attached to or used in connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash tubs, sinks, carpeting, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the building standing on said premises, together with any and all replacements thereof and additions thereto. The mortgagee hereby assigns, transfers and conveys unto Mortgagee, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

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PROVIDED, That this Mortgage shall not be paid or discharged until formally released, but shall remain to secure advances and re-advances, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this Mortgage shall have been fully paid in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor; but in the event of default in the payment of any installment of principal or interest as above provided or if there be a default or breach in any of the covenants, conditions or stipulations of this Mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured accelerated and due and payable, in full, and at once. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

AND the Mortgagor, as a condition of having been granted this mortgage covenants as follows:

1. That he will pay all insurance premiums, real and personal property taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, maintenance or condominium charges, and ground rents for which provision has not been made hereinbefore, when due and before any penalty attaches; and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the Mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this Mortgage.
2. That he will keep the improvements now existing or hereafter erected on the Mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire, flood, storm, and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and he attached thereto loss payable clauses in favor of and in the form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. There shall be no obligation on the part of the Mortgagee to obtain or renew insurance. There shall be no such insurance on which the Mortgagee is not named.
3. All leases now existing or hereinafter entered into, and all rents and benefits of said property are hereby assigned to the Mortgagee. The Mortgagee shall be entitled at any time, without notice to the Mortgagor to the appointment of a receiver or trustee for the mortgaged property, and to collect the rents without regard to the adequacy of the property, as security, and the Mortgagee may enter upon said property after default and collect said rents and benefits.
4. It shall be deemed a default under this Mortgage if the Mortgagor shall sell, or cease to own, or encumber, or mortgage, or transfer, or dispose of the within described property in any other manner involving a transfer of possession, without the prior written consent of the Mortgagee.
5. In addition to the obligations herein described, this mortgage is intended to secure any and all further advances and re-advances, loans or indebtedness owed or to be owed by the Mortgagor to the Mortgagee, and the maximum amount secured by this mortgage is not limited to the principal amount hereof. Advances may be made under any of the provisions of this Mortgage to the Mortgagor, or any successor. It is specifically intended hereby that if, any time after the principal has been advanced, and payments made thereon, thereby reducing the principal balance, this Mortgage will continue to secure re-advances, time and time again.
6. Not to permit or suffer, without the written consent of Mortgagee the use of any of said property for any purpose other than that for which the same is now used; or any alteration of or addition to the buildings or improvements now situated or hereinafter constructed in or upon said real property.
7. That no waiver by Mortgagee of performance of any obligation or covenant herein or in any Mortgage Note contained shall thereafter in any manner affect the right of the Mortgagee to require or enforce performance of the same or any other of said obligations.
8. That each right, power and remedy of the Mortgagee is cumulative of every other right and remedy of Mortgagee, whether herein or by law conferred and may be enforced concurrently or consecutively.
9. That all moneys received by Mortgagee during continuance of any default hereunder by Mortgagor may be applied, to the payment of any indebtedness secured hereby in such order as Mortgagee may determine; notwithstanding any provisions to the contrary herein or in any note contained, and shall not constitute a waiver of any default or acceleration.
10. The Mortgagor hereby agrees to pay the Mortgagee for all liabilities, costs, expenses, charges, advancements, and payments made or incurred by the Mortgagee for the protection of the Mortgaged property and enforcement of this Mortgage and of any note hereby secured, all of which is made additional indebtedness secured by this Mortgage.
11. If any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with the Mortgagee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.
12. The Mortgagee has not had, does not have, and will not have, any fiduciary relationship, express or implied to the Mortgagor, as to any matter affecting the property hereby secured, or any other matter concerning this mortgage.
13. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake, or in any other manner, Mortgagee shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting said property, are hereby assigned to Mortgagee, who may release any money so received by it, or apply the same on any indebtedness secured hereby. Mortgagor agrees to execute such further assignments of any compensation, award, damages and rights of action and proceeds, as Mortgagee may require.
14. By accepting payment of any sum hereby secured after its due date, or after the filing of notice of default and the election to sell, Mortgagee shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale. If Mortgagee holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and in any default of Mortgagor, Mortgagee may, at its option, offset against any indebtedness owing by it to Mortgagor, the whole or any part of the indebtedness secured hereby.
15. All advances made by the Mortgagee on behalf of the Mortgagors under the provisions of this instrument for the purposes of paying taxes, insurance and other liens, and all advances made to protect the lien of this mortgage against any prior lien, or for any other authorized purposes, including premiums, if any, which the Mortgagee shall have elected to advance on life insurance standing as additional security for the obligation secured by this Mortgage, Mortgage Guaranty insurance, or any other insurance, shall at once be due the Mortgagee in addition to the regular payments required by said note and shall bear interest at the rate provided herein from the date of advancement until paid and all advance so made shall be included as additional amounts secured by this instrument.
16. That the Mortgagor will not commit or permit waste and will keep all buildings on the premises in good and substantial repair, and that if he shall neglect so to do, the Mortgagee may at his discretion enter upon the premises from time to time in order to repair and keep in repair the said buildings, without thereby becoming liable as a Mortgagee in possession, and that the expenses of so doing shall be repaid to it by the Mortgagor on demand, and until so repaid shall be added to the principal sum hereby secured and bear interest at the same time.

That no building on the premises shall be altered, removed or demolished without the consent of the Mortgagee. That the Mortgages may, at any time during the mortgage term, and in its discretion, apply for, purchase, and obtain mortgage guaranty insurance, guaranteeing all or any part of the principal hereof, and may apply for renewal of such mortgage guaranty insurance covering the debt hereby secured, and pay premiums due by reason thereof, and require such premiums on the first day of each month, contemporaneously with the regular monthly payment, by payment of a sum equal to one-twelfth of such annual mortgage guaranty insurance premium.

And It Is Agreed And Understood that until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, to take place after any default in any of the covenants or conditions of this mortgage; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or J. Levitt its duly authorized Attorney, after any default in the terms of this mortgage, to sell the hereby mortgaged property; and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of the Public General Laws of Maryland, and the Maryland Rules of Procedure, or any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, except as herein modified. Any upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) An attorney's fee of \$ 100, to the attorney of record for the Mortgagee (who may also be the person making the sale); (2) To all court costs and expenses of making a foreclosure sale, including title examination, advertisements, notices, auctioneer's fee, court costs and other costs involved in a foreclosure proceeding, including a commission to the party making the sale of 10% of the first \$3,000, and 5% of the balance of each sale; (3) To the payment of all claims of the Mortgagee, its successors or assigns, under this mortgage or under any other claim, whether the same shall have matured or not, including interest thereon at the last mortgage rate, until final ratification of the auditor's account; (4) The surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same as allowed to the Auditor's account. In the event the mortgage debt shall be paid after the institution of foreclosure proceedings, but before any foreclosure sale takes place, half of the commission, all attorneys' fees and all expenses and costs shall be paid by the Mortgagor, and the Mortgagee shall not be required to receive principal and interest only, unless accompanied by a tender of said expenses, costs, fees, and commission, but said sale may be proceeded with, unless, prior to the day appointed therefor, legal tender be made of principal, costs, expenses, fees and commission.

With the approval of the mortgagee, the person making the sale hereunder is authorized to make said foreclosure sale subject to one or more of the tenancies entered into subsequent to the recording of this mortgage, and may so advertise the same; but shall not be obligated to do so.

The said Mortgagor covenants that he warrants specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS Whereof this Mortgage has been executed by the undersigned:

WITNESS:

LIGHTHOUSE MANOR, INC.,

BY: T.C. Collins (SEAL)
President
Paul Linn (SEAL)
(SEAL)
(SEAL)

STATE OF MARYLAND, City of Baltimore : to wit:
On this, the 6 day of November, 1984, before me, the undersigned officer, a Notary Public of the State of Maryland in and for personally appeared T.C. Collins and Paul Linn

known to me (or satisfactorily proven) to be the persons) whose names) is subscribed to the within instrument, and
 acknowledged that they executed the same for the purposes therein contained.
 who acknowledged himself to be the ~~vice president~~ President of Lighthouse Manor, Inc. a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

ALSO, personally appeared DENNIS E. GUIDICE, the agent of the within named Mortgagee, and made oath or affirmation in due form of law
 that the consideration recited in said mortgage is true and bona fide as therein set forth;
 that the actual sum of money advanced at the closing transaction was paid over and disbursed, by the party secured by the mortgage to either the borrower or the person responsible for disbursement of funds in the closing transaction at their respective agent at a time as later than the execution and delivery of the mortgage by the borrower,
 that he is the agent of the Mortgagee.

In witness whereof I hereunto set my hand and official seal.

Dennis E. Guidice
Notary Public
MAINE L. INC.

My Commission Expires:
7/1/86

30 1201 540

MORTGAGE

FROM

LIGHTHOUSE MANOR, INC.

TO

OLD COURT SAVINGS & LOAN, INC.

BLOCK NO.

Received for Record 13 Dec 1957
at 10:51 o'clock P. M. Same day recorded in
Liber 1201 No. 223 Folio 589 etc.
one of the 13 Dec 1957 Records of DA

and examined per [Signature]
CITIZEN

Cost of Record, \$

CHARLES STREET TITLE COMPANY, INC.
Suite 804 Keyser Building
207 E. Redwood Street
Baltimore, Maryland 21202-3322
(301) 234-0525

212
17,186.50 PA.

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Receiver for Old Court
Savings & Loan, Inc.,
The Brokerage
Third Floor
34 Market Place
Baltimore, Maryland 21202

Plaintiff

v.

LIGHTHOUSE MANOR, INC.
1623 Mt. Herman Road
Salisbury, Maryland 21801

Defendant

(Re: Bloody Point Farm)

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

Case No.:

* * * * *

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	\$6,500,000.00
Less: Balance in Trustee Account	\$1,245,714.37
Unpaid Balance of Mortgage	\$5,254,285.63
*Interest Due (Through June 30, 1987)	\$1,509,215.39
Late Charges (Through June 30, 1987)	<u>Not Yet Calculated</u>
Escrow Deficiency/Surplus (plus expected expenses of an unknown amount for Insurance, etc.)	<u>Not Yet Calculated</u>
TOTAL AMOUNT DUE	\$6,763,501.02

*Interest charged thereafter at \$2,015.35.

Diana Langeluttig
Diana Langeluttig, Assistant
Vice-President

RECEIVED
CLERK OF COURT
1987 JUL 22 AM 10:32
QUEEN ANNE'S COUNTY

County of Anne Arundel

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 9th day of July, 1987, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Diana Langeluttig, Assistant Vice-President of Old Court Savings & Loan, Inc., the beneficial party in the above-entitled cause, and made oath that the foregoing is a true statement of the amount of the debt due under the deed of trust filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Barbara
Notary Public



My Commission Expires 7/01/90

3796K

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION, as
Receiver for Old Court
Savings & Loan, Inc.,
The Brokerage
Third Floor
34 Market Place
Baltimore, Maryland 21202

Plaintiff

v.

LIGHTHOUSE MANOR, INC.
1623 Mt. Hermon Road
Salisbury, Maryland 21801

Defendant

(Re: Bloody Point Farm)

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
Case No.

* * * * *

NON-MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a
Notary Public of said State, in and for said City, personally
appeared Diana Langeluttig, the Affiant, Assistant Vice-
President of Old Court Savings & Loan, Inc., who made oath in
due form of law that she knows the defendant herein, and that
to the best of her information, knowledge and belief

(1) the defendant is not in the military service of
the United States,

(2) the defendant is not in the military service of
any nation allied with the United States,

NOTARY PUBLIC
QUEEN ANNE'S COUNTY
JUL 22 1967

(3) the defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) the defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Diana Langeluttig
Diana Langeluttig, Affiant

Subscribed and sworn to before me this 9th
of July, 1987.

Barbara J. Horn
Notary Public



My Commission Expires 7/01/90

3795K

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION,
as Receiver for Old Court
Savings & Loan, Inc.
The Brokerage
Third Floor
34 Market Place
Baltimore, Maryland 21202

Plaintiff

v.

LIGHTHOUSE MANOR, INC.
1623 Mt. Hermon Road
Salisbury, Maryland 21801

Defendant

(Re: Bloody Point Farm)

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Case No.

* * * * *

MOTION FOR DISPENSATION OF BOND

The State of Maryland Deposit Insurance Fund Corpora-
tion ("MDIF"), as Receiver for Old Court Savings & Loan, Inc.,
by its undersigned attorneys, respectfully requests that the
requirement of a bond for sale of mortgaged property be dis-
pensed with in this action. In support of this Motion, MDIF
respectfully states as follows:

1. On May 13, 1985, the Circuit Court for Baltimore
City appointed the Maryland Savings-Share Insurance Corporation
as Conservator for Old Court Savings & Loan, Inc. in an action
titled Board of Savings & Loan Association Commissioners v. Old
Court Savings & Loan, Inc., Case No. 85133001/CE34501. Pursuant
to legislation enacted on May 18, 1985, the General Assembly
created MDIF and merged the Maryland Savings-Share Insurance

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QUEEN ANNE'S COUNTY

Corporation into MDIF. Thereafter, a Notice of Substitution of Parties was filed in the Circuit Court for the City of Baltimore evidencing the status of MDIF as the Conservator for Old Court. By an Order of July 8, 1985, the Circuit Court for Baltimore City ordered the Conservator to assert and/or defend all claims on behalf of or against Old Court.

2. On November 8, 1985, MDIF was appointed the Receiver of Old Court.

3. The Trustees appointed or to be appointed to make a foreclosure sale in this action in behalf of Old Court are agents of MDIF, the Receiver of Old Court.

4. Pursuant to Rule W 74 a 1, the person authorized to make a sale of mortgaged property shall file with the Court a bond to the State of Maryland. Rule 1-402(b) makes the bond subject to approval by the clerk as to form, amount, and surety or, upon written objection, to approval by the Court. Rule 1-402(d) permits the court to increase or decrease the face amount of the bond for good cause shown. Rule 1-402(e) permits the court to accept security other than surety on the bond.

5. This Court has discretion to dispense altogether with the filing of a bond in this action. In TJB, Inc. v. Arundel Bedding Corp., 63 Md. App. 186 (1985), the Court of Special Appeals considered whether the trial court may dispense with the bond requirement of Rule BB75a. That Rule provides:

a. Ex Parte or Interlocutory Injunction.

Except as otherwise provided in section b of this Rule, an ex parte or interlocutory injunction shall not be issued unless there is filed a bond in such amount as may be determined by the court and with such surety as may be approved pursuant to Rule 1-402(b) or with other security approved by the court, conditioned to answer to the adverse party for any damages which he may sustain by reason of the issuance of such injunction if it shall ultimately be determined when such action is heard on the merits, that such injunction should not have issued.

The Court held that since the trial court has discretion to set the amount of the bond and the type of surety or other security, "the court has the discretion under Maryland Rule BB75a to dispense [altogether] with a bond or other security." 63 Md. App. at 193.

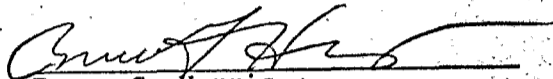
6. The holding and reasoning of TJB are fully applicable to the bond requirement of Rule W 74 a 1. Because this Court has discretion to set the amount of the bond, and the type of surety or security, this Court has the same discretion to dispense with the filing of a bond under Rule W 74 a 1.

7. Under Rule BB 75 b 2, the trial court has discretion to dispense with the filing of a bond or other security when the applicant for an injunction is the State of Maryland or an officer or agency thereof. Because MDIF (in its capacity as court-appointed Receiver) is similar to a State agency, because the Trustees appointed or to be appointed are agents of the Receiver, and because it is important to preserve the assets of Old Court, MDIF respectfully requests that this Court exercise its discretion and dispense with the requirement for

filing a bond to the State of Maryland regarding the foreclosure sale of mortgaged property in this action.

8. In different foreclosure actions filed by MDIF in Baltimore City and other Counties, the respective Circuit Court has granted virtually identical Motions for Dispensation of Bond. Copies of such Orders from various jurisdictions are attached hereto as Exhibits.

Respectfully submitted,



Bruce G. Harris
Frank, Bernstein, Conaway &
Goldman
300 East Lombard Street
Baltimore, Maryland 21202
(301) 625-3500

Attorney for the Receiver

3798K/2

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Receiver for Old Court
Savings & Loan, Inc.

16 S. Calvert Street
Baltimore, Maryland 21202

Plaintiff

vs.

CRAB COVE LIMITED
PARTNERSHIP

25 Light Street
Baltimore, Maryland 21202

and

SHORE BUILDERS, INC., as
General Partner

Route 1, Box 15B
Bishopville, Maryland 21813

Defendant(s)

IN THE CIRCUIT COURT

FOR WORCESTER COUNTY

STATE OF MARYLAND

CASE NO. 86CV0173

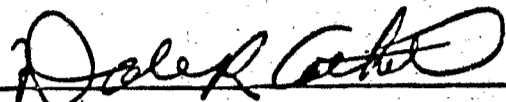
ORDER

Having read and considered the Motion for Dispensation
of Bond, it is this 1st day of April, 1986, by the Circuit
Court for Worcester County, Maryland,

ORDERED that the Motion for Dispensation of Bond is
hereby GRANTED and that there shall be no requirement for the

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CLK
JUN

filing of a bond by the Trustees appointed herein to make a
foreclosure sale of the mortgaged premises.


JUDGE

cc: John J. Kenny
Bruce G. Harris
Linda M. Richards
Frank, Bernstein, Conway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Attorneys for Plaintiff

0299k/1

TRUE COPY, TEST:

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CH.

NELSON E. REICHAERT
and
GUY F. CAMPBELL, III
and
STEPHEN E. CON, as
Substitute Trustees
1301 Blaustein Building
One North Charles Street
Baltimore, Maryland 21201

Plaintiffs

v.

ERMA LORETTA HACKLEY
5013 Lakeland Road
College Park, Maryland 20740

Defendant

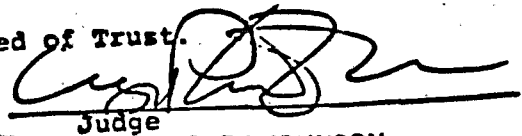
*
* IN THE CAE 95-17083
* CIRCUIT COURT
* FOR
* PRINCE GEORGE'S COUNTY

* Case No.: CAE 95-17083
* (16)

ORDER

Having read and considered the Motion for Dispensation of Bond, it is this 19 day of November, 1985, by the Circuit Court for

ORDERED that the Motion for Dispensation of Bond is hereby GRANTED and that there shall be no requirement for the filing of a bond by the Trustees appointed herein to make a foreclosure sale of premises secured by the Deed of Trust.


Judge
G. R. HOVEY JOHNSON

LIBEX 19 AUG 676

cc: John J. Kenny, Esquire
Bruce G. Harris, Esquire
Linda M. Richards, Esquire
Frank, Bernstein, Conway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Receiver for Old Court
Savings & Loan, Inc.,

1203 Blaustein Building
Baltimore, Maryland 21201

Plaintiff

v.

RAYMOND A. SODERBERG,
MARIA SODERBERG
and
GERMAN ROVIRA
3301 Wake Drive
Kensington, Maryland 20895

Defendant(s)

IN THE
CIRCUIT COURT
FOR
MONTGOMERY COUNTY

Case No. 12039

ORDER

Having read and considered the Motion for Dispensation
of Bond, it is this 21st day of January, 1986, by the
Circuit Court for Montgomery County,

ORDERED that the Motion for Dispensation of Bond is
hereby GRANTED and that there shall be no requirement for the

REC JUL 22 PM 1:43

DP

1967 19 Aug 678

filing of a bond by the Trustees appointed herein to make a
foreclosure sale of the mortgaged premises.

Calvin R. Sanders
Judge

cc: John J. Kenny
Bruce G. Harris
Linda M. Richards
Frank, Bernstein, Conway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Attorneys for Plaintiff

0182K/1

JUL 22 PM 1:43

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CLERK
Baltimore, MD

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Receiver for Old Court
Savings & Loan, Inc.

16 S. Calvert Street
Baltimore, Maryland 21202

Plaintiff

VS.

CRAB COVE LIMITED
PARTNERSHIP

25 Light Street
Baltimore, Maryland 21202

and

SHORE BUILDERS, INC., as
General Partner

Route 1, Box 15B
Bishopville, Maryland 21813

Defendant(s)

IN THE CIRCUIT COURT

FOR WORCESTER COUNTY

STATE OF MARYLAND

CASE NO. 86CV0173

ORDER

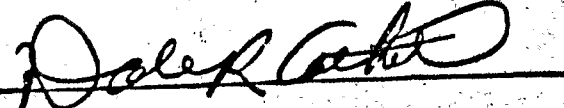
Having read and considered the Motion for Dispensation
of Bond, it is this 1st day of April, 1986, by the Circuit
Court for Worcester County, Maryland,

ORDERED that the Motion for Dispensation of Bond is
hereby GRANTED and that there shall be no requirement for the

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LIBER 19 'AGL 680

filing of a bond by the Trustees appointed herein to make a
foreclosure sale of the mortgaged premises.



JUDGE

cc: John J. Kenny
Bruce G. Harris
Linda M. Richards
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Attorneys for Plaintiff

0299k/1

TRUE COPY, TEST:

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STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Receiver for Old Court
Savings & Loan, Inc.,

16 S. Calvert Street
Baltimore, Maryland 21202

Plaintiff

MICHAEL G. CAPPY
EVANTHIA D. CAPPY
12610 Coastal Highway
Ocean City, Maryland 21842

Defendant(s)

IN THE
CIRCUIT COURT
FOR
WORCESTER COUNTY

Case No. 86CV0199

ORDER

Having read and considered the Motion for Dispensation
of Bond, it is this 1st day of April, 1986, by the
Circuit Court for Worcester County

ORDERED that the Motion for Dispensation of Bond is
hereby GRANTED and that there shall be no requirement for the

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RECORDED IN
WARREN C. ...
CLERK OF COURT

filing of a bond by the Trustees appointed herein to make a foreclosure sale of the mortgaged premises.

Dale K. Ketchel

Judge

cc: John J. Kenny
Bruce G. Harris
Linda M. Richards
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Attorneys for Plaintiff

0299K/1

TRUE COPY, TEST:

William C. Dittler CLERK

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BY

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MARSHALL COUNTY CLERK

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Receiver for Old Court
Savings & Loan, Inc.,
(Successor to First Progressive
Savings & Loan Association, Inc.)

16 S. Calvert Street
Baltimore, Maryland 21202

Plaintiff

v.

RODNEY KNIGHT, and BERNICE
KNIGHT, his wife
200 St. James Place
Glen Burnie, Maryland 21061

Defendant(s)

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Case No. 3108258

ORDER

Having read and considered the Motion for Dispensation
of Bond, it is this 31st day of February, 1986, by the
Circuit Court for

ORDERED that the Motion for Dispensation of Bond is
hereby GRANTED and that there shall be no requirement for the

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UNDER 19 PAGE 684

filing of a bond by the Trustees appointed herein to make a
foreclosure sale of the mortgaged premises.

[Handwritten Signature]
Judge

cc: John J. Kenny
Bruce G. Harris
Linda M. Richards
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202
Attorneys for Plaintiff

0182K/1

TRUE COPY.

H. W. & Sons, Solicitor, Clerk

By *Surgeon* D. puts

COPY

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Conservator of Old Court
Savings & Loan, Inc.
16 South Calvert Street
Baltimore, Maryland 21202

Plaintiff

v.

DR DEVELOPMENT JOINT
VENTURE, INC.,
c/o 25 Light Street
Baltimore, Maryland 21201

Defendant

IN THE

CIRCUIT COURT

FOR

BALTIMORE CITY

Case No.: 85248060

ORDER

Having read and considered the Motion for Dispensation
of Bond, it is this 14th day of September, 1985, by the
Circuit Court for Baltimore City,

ORDERED that the Motion for Dispensation of Bond is
hereby GRANTED and that there shall be no requirement for the
filing of a bond by the Trustees appointed herein to make a fore-
closure sale of mortgaged premises.

J. H. Kaplan
JOSEPH H. H. KAPLAN - JUDGE

This Document Has Been Altered
By Eliminating Judge's Signature

TRUE COPY
TEST

Sandra E. Banks

SAUNDRA E. BANKS, CLERK

Exhibit A

GUY F. CAMPBELL, III
and
STEPHEN E. COX, as
Substitute Trustees
1301 Blaustein Building
One North Charles Street
Baltimore, Maryland 21201

Plaintiffs

v.

MONUMENTAL CITY SERVICE CORP.

Defendants

- IN THE
- CIRCUIT COURT
- FOR
- BALTIMORE COUNTY

Case No.: 14/292/85CSP3450

True Copy Test
Elinor M. ... Clerk

Per [Signature]
Deputy Clerk

ORDER

Having read and considered the Motion for Dispensation of Bond, it is this 26th day of November, 1988, by the Circuit Court for

ORDERED that the Motion for Dispensation of Bond is hereby GRANTED and that there shall be no requirement for the filing of a bond by the Trustees appointed herein to make a foreclosure sale of premises secured by the Deed of Trust.

Wallace M. ...
Judge

cc: John J. Kenny, Esquire
Bruce G. Harris, Esquire
Linda M. Richards, Esquire
Frank, Bernstein, Conaway & Goldman
- 300 East Lombard Street
- Baltimore, Maryland 21202

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION,
as Conservator for Old Court
Savings & Loan, Inc.

16 South Calvert Street
Baltimore, Maryland 21202

Plaintiff

v.

MILL GREEN ASSOCIATES JOINT
VENTURE, a Maryland General
Partnership,
16 S. Light Street
Baltimore, Maryland 21202

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* HARFORD COUNTY

* Case No.: 2133-3-633

Defendant

ORDER

Having read and considered the Motion for Dispensation

of Bond, it is this 14th day of November, 1988, by the

Circuit Court for

ORDERED that the Motion for Dispensation of Bond is hereby GRANTED and that there shall be no requirement for the filing of a bond by the Trustees appointed herein to make a foreclosure sale of mortgaged premises.

Brynn Pinn
Judge

1985 NOV 15 AM 10:20
FILED
* CLERK OF CIRCUIT COURT
HARFORD COUNTY, MD.

19 689

GUY F. CAMPBELL, III and
STEPHEN E. COX, SUBSTITUTE
TRUSTEES,

Plaintiffs

v.

PLATON L. GERACHIS and
MARY ANN GERACHIS,

Defendants

IN THE
CIRCUIT COURT

FOR

MONTGOMERY COUNTY

Case No. 6518

ORDER

Having read and considered the Motion for Dispensation
of Bond, it is this 23rd day of October, 1985, by
the Circuit Court for Montgomery County,

ORDERED that the Motion for Dispensation of Bond is
hereby GRANTED, and that there shall be no requirement for the
filing of a bond by the Substitute Trustees appointed herein to
make a foreclosure sale of mortgaged premises.

William M. Price
Judge

FILED
OCT 24 1985

EXHIBIT A

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION, as
Receiver of Old Court
Savings & Loan, Inc.
The Brokerage
Third Floor
34 Market Place
Baltimore, Maryland 21202

Plaintiff

v.

LIGHTHOUSE MANOR, INC.
1623 Mt. Hermon Road
Salisbury, Maryland 21801

Defendant

(Re: Bloody Point Farm)

* * * * *

DECREE FOR SALE OF SECURED PROPERTY

THE PLAINTIFF'S PETITION TO FORECLOSE AND THE STATEMENT
OF MORTGAGE DEBT having been submitted, and the matters set
forth therein having been read and considered by this Court,

IT IS, THEREUPON, THIS 27th day of July,
1987, ADJUDGED, ORDERED and DECREED, by the Circuit Court for
Queen Anne's County, Maryland, that

1. All (or, in the Plaintiff's sole discretion, any
portion or portions) of that real property, lying in the said
County, and encumbered by the Mortgage herein, be sold, and, if
the Plaintiff elects to sell one or more portions of the said
real property, at the same time or such different times as the
Plaintiff may select in its sole discretion.

2. MONICA BENZIGER and JAMES G. DAVIS, be, and they
are hereby, appointed as Trustees to make such sale.

3. The course and manner of their proceeding shall
be as follows:

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JUL 27 1987

CIRCUIT COURT
QUEEN ANNE'S CO.

3.1. BOND. The Trustees shall file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a corporate surety or sureties as are approved by this Court or the Clerk thereof, in the penalty of

\$ _____ DISPENSED WITH PER MOTION _____,

conditioned upon the faithful performance of the trust reposed in them by this decree or by any subsequent decree or order in the matter.

3.2. NOTICE AND ADVERTISING. The Trustees shall give notice of such sale, and of its time, place, manner and terms, by advertisement inserted in a weekly or other newspaper published in the said County according to the provisions of applicable rule or law and, if deemed advisable by the Trustees in their sole discretion, by ADDITIONAL advertising in other locally or nationally circulated newspapers or publications, such as the Sunpapers, Washington Post, Wall Street Journal, and by direct mail.

3.3. The Trustees shall then proceed to make the sale upon the following terms, and upon such other terms not inconsistent with the following terms as the Trustees may determine in the reasonable exercise of their discretion:

3.3.1. DEPOSIT. A deposit in a sum equalling not less than \$125,000.00 shall be paid to the Trustees by the purchaser, in cash or by a certified or cashier's check, at the time of the sale (except that if the purchaser is the party secured by the Mortgage, it need not make the deposit).

3.3.2. RATIFICATION. Upon final ratification of the sale by the Court, the balance of the purchase price shall be paid to the Trustees by the purchaser in cash or by certified or cashier's check, at the settlement upon such sale; provided, that if the purchaser is the party secured by the Mortgage, it may at its election have the Trustees give such purchaser credit at such settlement, toward payment of such purchase price, for any or all of the unpaid balance of the debt secured by the Mortgage, and the unpaid costs and fees accrued under such Mortgage, and any note secured thereby or any other instrument relating thereto (if such costs and fees are properly payable by the Trustees out of the proceeds of such sale), up to the amount of the purchase price.

3.3.3. INTEREST. Interest shall accrue on the balance of the purchase price at the rate of fourteen percent (14%) per annum (or at such lesser rate as shall be

determined upon by the Trustees in the exercise of their discretion) from and after the date of such sale until such settlement, and shall be paid by the purchaser to the Trustees at settlement (unless the purchaser is the party secured by the Mortgage, in which event it may elect to have the Trustees give it credit for payment of such interest in the same manner as that set forth in paragraph 3.3.2).

3.3.4. The settlement shall take place (at a time set by the Trustees) within ten (10) days after the sale is ratified by this Court unless the period is extended by the Trustees in writing in their sole discretion and on such terms as they deem advisable.

3.4. As soon as practicable after such sale, the Trustees shall return to this Court a report of the sale and of its fairness.

3.5. DEED. Upon obtaining this Court's ratification of such sale and the payment, in accordance with the foregoing, to the Trustees of the said purchase price, the Trustees shall convey to such purchaser and its heirs, personal representatives, successors and assigns the title to such property by Quit Claim Deed without warranty, free, clear and discharged from all claims of the Plaintiff and the Defendant(s), and those claiming by, from or under them or either of them, all except for the claims of those persons, if any, holding any mortgage, deed of trust, other lien, or other right which, as a matter of law, may have priority over the lien of either or both of the mortgages.

3.6. The Trustees shall distribute the money arising from such sale under the discretion of this Court, after deducting therefrom the costs of this action and such commission to the Trustees in connection therewith as this Court considers appropriate.

3.7. SALE BY PARCEL. Notwithstanding anything to the contrary contained in this Decree, in the event that the Property or Properties subject to the Mortgage and to these proceedings contain or contains one or more subdivided lots, parcels or units, the Trustees, in their discretion, may sell the Property or Properties in bulk and by each separate lot, unit or parcel, reserving the bids in either format. The Trustees may also sell some of the Property or Properties or some of the separate lots, units or parcels at one or more sales, as the Trustees shall determine in their discretion. In the event that the Trustees sell separate lots, units or parcels, as opposed to a sale of the entire Property in bulk, the Trustees shall obtain a deposit on each separate unit in

the amount as shall be deemed advisable by the Trustees in their sole discretion.

Clayton C. Carter
Judge

cc: Bruce G. Harris
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Attorney for Plaintiff

3800K

19 87 695

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORP., as
Receiver for Old Court
Savings & Loan, Inc.,
The Brokerage
Third Floor
34 Market Place
Baltimore, Maryland 21202

Plaintiff

v.

LIGHTHOUSE MANOR, INC.
1623 Mt. Herman Road
Salisbury Maryland 21801

Defendant

(Re: Bloody Point Farm)

* * * * *

PETITION TO REMOVE AND SUBSTITUTE COPIES FOR
ORIGINAL PAPERS, ORDER OF COURT AND RECEIPT FOR PAPERS

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

Case No.: 87-01058

1987 JUL 22 11:10 32
CLERK, CIRCUIT COURT
QUEEN ANNE'S COUNTY

Plaintiffs beg leave of this Court to withdraw the
original Mortgage in the above-entitled cause, upon the
substitution of a photostatic true copy in lieu thereof, which
photostatic copy is attached hereto.

Bruce G. Harris

Bruce G. Harris

Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202
(301) 625-3500

Attorney for Plaintiffs

LEAVE GRANTED AS PRAYED:

Clayton C. Carlin

Judge

Dated: July 27, 1987

RECEIVED
CLERK, CIRCUIT COURT
1987 JUL 27 PM 3:43
QUEEN ANNE'S COUNTY

RECEIVED PAPERS IN THE ABOVE CASE:

Attorneys for Plaintiffs

Date:

3801K

MARYLAND DEPOSIT INSURANCE
FUND CORP., As Receiver for
Old Court Savings & Loan,
Inc.,

Plaintiff

v.

LIGHTHOUSE MANOR, INC.
1623 Mt. Hermon Road
Salisbury, Maryland 21801

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY

* Case No. 87-01058

* * * * *

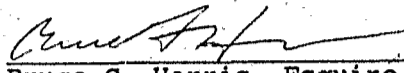
AFFIDAVIT UNDER MARYLAND RULE
W 74 a 2(c) AND SECTION 7-105
OF THE REAL PROPERTY ARTICLE
OF THE MARYLAND CODE

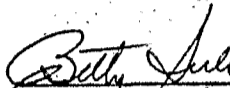
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

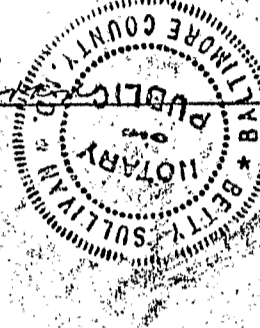
I HEREBY CERTIFY that on this 11th day
of August, 1987, before me, the subscriber, a
Notary Public of the State and City aforesaid, personally
appeared the undersigned Affiant, an attorney of record for the
Plaintiff in the above-entitled case, who made oath in due form
of law that on August 11, 1987, the Affiant caused to
be mailed, by certified mail (return receipt requested) and by
regular mail, a notice of the time, place and terms of sale of
the mortgaged or property to: the mortgagors at the mortgagors'
last known address; and to the present record owner(s) of the
property (if different); and to any holder of a subordinate
security interest or lien who had filed and recorded a request

RECEIVED
CLERK'S OFFICE
1987 AUG 12 AM 9:58
QUEEN ANNE'S COUNTY

for notification (if any there were), all as indicated by a copy of the letters attached hereto, a copy of each of which is attached hereto.


Bruce G. Harris, Esquire,
Affiant


Notary Public



My Commission Expires:

July 1, 1990
4081K

LIBER 19 AUG 699

LAW OFFICES

FRANK, BERNSTEIN, CONAWAY & GOLDMAN

300 EAST LOMBARD STREET
BALTIMORE, MARYLAND 21202

(301) 625-3500
(703) 556-9676

TELECOPIER: (301) 625-3702
CABLE: FRASKOP
TELEX: 87939

SUITE 700
AMERICAN CITY BUILDING
COLUMBIA, MARYLAND 21044

(301) 730-9477

WRITER'S DIRECT NUMBER
(301) 625-3627

August 14, 1987

Clerk
Circuit Court of Maryland
For Queen Anne's County
Court House
Centerville, Maryland 21617

RE: MDIF v. Lighthouse Manor, Inc.
Case No: 87-01058

Dear Clerk:

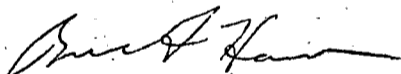
Please find enclosed the attachment which should have been attached to the Affidavit of Statutory Notice of Sale.

It appears that we inadvertently failed to attach this. Therefore, please accept the same and file it.

If you have any questions, please do not hesitate to contact me.

Thank you.

Very truly yours,


Bruce G. Harris

BGH/rlb
Enc.

RECEIVED
CLERK, CIRCUIT COURT
1987 AUG 17 AM 9:51
QUEEN ANNE'S COUNTY

1987 AUG 700

LAW OFFICES

FRANK, BERNSTEIN, CONAWAY & GOLDMAN

300 EAST LOMBARD STREET
BALTIMORE, MARYLAND 21202

(301) 625-3500
(703) 856-8678

TELECOPIER: (301) 625-3708
CABLE: FRASKOP
TELEX: 87938

SUITE 700
AMERICAN CITY BUILDING
COLUMBIA, MARYLAND 21044

(301) 730-8477

WRITER'S DIRECT NUMBER
(301) 625-3627

SUITE 1000, NORTH TOWER
7799 LEESBURG PIKE
TYSONS CORNER, VIRGINIA 22043
(703) 893-4670

August 11, 1987

FIRST CLASS AND
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lighthouse Manor, Inc.
c/o Mr. T.C. Collinson
1623 Mt. Hermon Road
Salisbury, Maryland 21801

and

Lighthouse Manor, Inc.
c/o Mr. Paul Linn
1623 Mt. Hermon Road
Salisbury, Maryland 21801

RE: FORECLOSURE SALE - MDIF v. Lighthouse Manor, Inc.
(Bloody Point Farms). Case No. 87-01058

Gentlemen:

Pursuant to Maryland Rule W-74 a 2(c) and pursuant to Section 7-105 of the Real Property Article of the Maryland Code, you are hereby notified that the Trustees identified below will conduct a foreclosure sale of the above-referenced property. The foreclosure sale will take place at a public auction to be held at the premises on:

Friday, August 28, 1987
12:00 o'clock - Noon

A deposit of \$125,000.00 will be required from the purchaser(s). The terms of the sale are as set forth in the

RECEIVED
CLERK, CIRCUIT COURT
1987 AUG 17 AM 9:51
QUEEN ANNE'S COUNTY

FRANK, BERNSTEIN, CONAWAY & GOLDMAN

19 PAGE 701

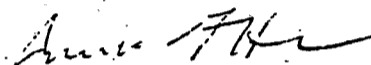
Mr. T.C. Collinson
and
Mr. Paul Linn
August 11, 1987
Page 2

advertisement of sale. For your information, I have enclosed a copy of the advertisement.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on the date of sale and that it be displayed in the best possible condition.

A xeroxed copy of this letter is being sent to you by regular mail.

Very truly yours,


Bruce G. Harris

BGH/slf

cc: Monica Benziger, Trustee
James G. Davis, Esq., Trustee

4083K

Frank, Bernstein, Conaway & Goldnan, Solicitors
300 East Lombard Street
Baltimore, Maryland 21202

TRUSTEE'S SALE
OF
146 ACRES, MORE OR LESS OF PRIME
WATERFRONT PROPERTY
LOCATED ON CHESAPEAKE BAY
OF WHICH 3700 FEET, MORE OR LESS IS BULKHEADED
IMPROVEMENTS INCLUDE TWO DWELLINGS
PROPERTY KNOWN AS
"BLOODY POINT FARMS/LIGHTHOUSE MANOR"
SITUATED ON KENT MANOR ROAD
STEVENSVILLE, QUEEN ANNE'S COUNTY, MARYLAND

By virtue of a decree of the Circuit Court of Queen Anne's County, Equity Case No. 87-0105B, the undersigned, Trustees, will sell at public auction on the premises, on,

FRIDAY, AUGUST 28, 1987 AT 12:00 O'CLOCK NOON

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon situate in Queen Anne's County, and described as follows:

LEGAL DESCRIPTION - SEE EXHIBIT "A"

The property consists of APPROXIMATELY 146 ACRES, MORE OR LESS, OF WATERFRONT PROPERTY KNOWN AS "BLOODY POINT FARMS/LIGHTHOUSE MANOR" DIRECTLY LOCATED ON THE CHESAPEAKE BAY OF WHICH 3,700 FEET, MORE OR LESS IS BULKHEADED. THE IMPROVEMENTS CONSIST OF TWO HOUSES: ONE SUBSTANTIAL, THE OTHER MODEST. The property is subject to the Critical Areas Plan of the Chesapeake Bay and is presently believed to be zoned for 26 units under the Queen Anne's County Comprehensive Zoning Plan.

The property and improvements will be sold in their "As Is" condition, and subject to such matters as are or would be revealed by an accurate survey and by an inspection of the property and improvements. There is no warranty express or implied regarding the property or the improvements, including any matter or description contained in this advertisement. The property and improvements are sold subject to any agreement, easement, restriction, covenant, declaration, violation or other matter of record, if any, affecting the property or improvements, and is also subject to any enforceable express, implied or unrecorded rights of way, if any, to others through the property. The property and improvements are sold subject to any valid riparian rights, navigation servitudes and any governmental regulation affecting the property.

The Trustees do not make any guarantee or representation regarding the acreage or as to the marketability of title as to such part of the property that may have eroded or may otherwise be below the high water mark. Any agricultural transfer taxes, if applicable and if due upon this sale, will be the sole responsibility and at the sole expense of the buyer.

TERMS OF SALE: A deposit of \$125,000.00 payable in cash, certified check or by a cashier's check will be required from purchaser at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Queen Anne's County, interest to be paid at the rate of 14.00% on unpaid purchase

money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. The purchaser will be required to complete settlement of the purchase within ten days of the ratification of the sale by the Court, otherwise the property will be resold at the risk and expense of the purchaser. Taxes and water rent, if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

DIRECTIONS: RTS. 50/301 To Chesapeake Bay Bridge. Cross bridge to MD Route 8. South (right turn toward Romancoke) onto MD Rt. 8 and bear right at Kent Point Road to Kent Fort Road to property.

Monica Benziger and/or
James B. Davis,
TRUSTEES

HARVEY WEST, AUCTIONEER
6411 INVESTMENT BUILDING
BALTIMORE, MD 21204
301 - 628-4567

AD TO APPEAR IN THE GA RECORD OBSERVER, AUG 12, AUG 19, AUG 26
IMPORTANT!! PLEASE FORWARD SIX TEAR SHEETS OF FIRST AD TO OFFICE
OF AUCTIONEER!!

19 703

LAW OFFICES
INSTEIN, CONAWAY & GOLDMAN
800 EAST LOMBARD STREET
BALTIMORE, MARYLAND 21202



RETURN RECEIPT REQUESTED

Lighthouse Manor, Inc.
c/o Mr. Paul Linn
1623 Mt. Hermon Road
Salisbury, MD 21801

NOTE - Lighthouse - Bloody RI

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery.

3. Article Addressed to: Lighthouse Manor, Inc. c/o Mr. Paul Linn 1623 Mt. Hermon Road Salisbury, MD 21801	4. Article Number P 699 579 497 Type of Service: <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X	
7. Date of Delivery	

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

Q

LIBER 19 PAGE 704

P

LAW OFFICES
 RNSTEIN, CONAWAY & GOLDMAN
 300 EAST LOMBARD STREET
 BALTIMORE, MARYLAND 21202



RETURN RECEIPT REQUESTED

Lighthouse Manor, Inc.
 c/o Mr. T.C. Collinson
 1623 Mt. Hermon Road
 Salisbury, MD 21801

NOTE: Lighthouse - Bloody Pt

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery.

3. Article Addressed to: Lighthouse Manor, Inc. c/o Mr. T.C. Collinson 1623 Mt. Hermon Road Salisbury, MD 21801	4. Article Number P 699 579 496 Type of Service: <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail Always obtain signature of addressee or agent and DATE DELIVERED .
5. Signature - Addressee X	8. Addressee's Address (<i>ONLY if requested and fee paid</i>)
6. Signature - Agent X	
7. Date of Delivery	

PS Form 3811, Feb. 1995 DOMESTIC RETURN RECEIPT

Court Savings & Loan, Inc. in the amount of \$1,700,000.00. The property was sold to the highest bidder. The foreclosure sale and the sale price were fair and reasonable.

Monica Benziger
Monica Benziger, Trustee

James G. Davis
James G. Davis, Trustee

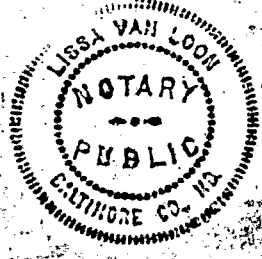
STATE OF MARYLAND, COUNTY/CITY OF Baltimore

I HEREBY CERTIFY that on this 31st day of August, 1987, before me, the subscriber, a notary public of the State of Maryland, personally appeared Monica Benziger and James G. Davis, Trustees, who made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and notarial seal.

Lissa van Loon
Notary Public

My commission expires: 7/1/90



4153K/2

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION,
As Receiver for Old Court
Savings & Loan, Inc.,

Plaintiff

v.

LIGHTHOUSE MANOR, INC.,

Defendant


* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* CASE NO. 87-01058
*
* * * * *

LINE

DEAR CLERK:

Enclosed please find for filing in the above matter
the original:

1. Purchaser's Affidavit.
2. Auctioneer's Affidavit.
3. Auctioneer's Report of Sale.



Bruce G. Harris
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202
(301) 625-3500

Attorneys for Maryland Deposit
Insurance Fund Corporation

RECEIVED
CLERK, CIRCUIT COURT
1987 SEP -4 AM 10:32
QUEEN ANNE'S COUNTY



Harvey West
AUCTIONEER AND APPRAISER
SUITE 411, INVESTMENT BUILDING
1 INVESTMENT PLACE
BALTIMORE, MARYLAND 21204

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, ~~XCVIX~~ / COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28TH day of AUGUST, 19 87, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared *Michael Schuett*, Agent for *MDIF, as Receiver for Old Court S&L*, who made oath in due form of law that

- (1) it is the purchaser at the foreclosure sale in these proceedings,
- (2) he is the agent for said purchaser
- (3) there are no others interested as principals,
- (4) he has not directly or indirectly discouraged anyone from bidding for the said property known as *Lighthouse Manor* mentioned in the Report of Sale to be filed in these proceedings.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Michael Schuett, agent
Purchaser

[Signature]
Notary Public
MY COMMISSION EXPIRES JULY 1, 1990

RECEIVED
CLERK, CIRCUIT COURT
1987 SEP -4 AM 10:32
QUEEN ANNE'S COUNTY

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION,
AS RECEIVER FOR OLD COURT
SAVINGS & LOAN, INC.
THE BROKERAGE - 3RD FLOOR
34 MARKET PLACE
BALTIMORE, MD 21202

vs.

LIGHTHOUSE MANOR, INC.
(RE: BLOODY POINT FARM)

*
*
*
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*
*
*
*
*

IN THE
CIRCUIT COURT

OF

~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY
CASE #87-01058)

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

HARVEY WEST, AUCTIONEER

By Harvey West

Subscribed and sworn to before me, a Notary Public in and for Baltimore County by ELEANOR S. OSBOURN
this 28TH day of AUGUST, 1987



Eleanor S. Osbourn
Notary Public

MY COMMISSION EXPIRES JULY 1988

RECEIVED
1987 SEP 4 AM 10:32
CLERK: CIRCUIT COURT
QUEEN ANNE'S COUNTY



Harvey West

AUCTIONEER AND APPRAISER

SUITE 411, INVESTMENT BUILDING
1 INVESTMENT PLACE
BALTIMORE, MARYLAND 21204

REPORT OF SALE

PROPERTY: 146 ACRES, MORE OR LESS
BLOODY POINT FARMS/LIGHTHOUSE MANOR
SOLD TO: MICHAEL SCHUETT, AGENT FOR
MDIF, AS RECEIVER FOR OLD COURT SAVINGS & LOAN
ADDRESS: THE BROKERAGE - 3RD FLOOR
34 MARKET PLACE, BALTO, MD 21202
AMOUNT OF SALE: \$1,700,000.00
DEPOSIT: WAIVED
DATE OF SALE: AUGUST 28, 1987
ADVERTISING: QUEEN ANNE'S RECORD-OBSERVER \$996.84,
SUN PAPERS \$837.20, WASHINGTON-POST \$962.00
AUCTIONEER'S FEE: \$ 500.00
POSTAGE: FEDERAL EXPRESS \$11.00

Harvey West
HARVEY WEST
AUCTIONEER

RECEIVED
CLERK, CIRCUIT COURT
1987 SEP -4 AM 10 32
QUEEN ANNE'S COUNTY

MARYLAND DEPOSIT INSURANCE
FUND CORPORATION, As
Receiver for Old Court
Savings & Loan, Inc.

Plaintiff

v.

LIGHTHOUSE MANOR, INC.

Defendant

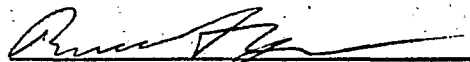
* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Case No. 87-01058

* * * * *

LINE

DEAR CLERK:

Please find attached for filing in this matter a
Publisher's Certification regarding publishing of the legal
advertisement for the Trustees' sale referred to therein.



Bruce G. Harris
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202
(301) 625-3500

Attorney for Plaintiff

RECEIVED
CLERK, CIRCUIT COURT
1987 SEP -4 AM 10:31
QUEEN ANNE'S COUNTY

Centreville, Md. 8-26 19 87

We Hereby Certify

That the annexed advertisement of

TRUSTEE'S SALE

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 26th day of Aug 1987.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 12th day of AUGUST

1987, and the last insertion on the 26th day of AUGUST

1987

Publishers, Record Observer

Per [Signature]

1987 SEP -4 AM 10:31

QUEEN ANNE'S COUNTY

Frank, Bernstein, Conaway & Goldman, Solicitors
300 East Lombard Street
Baltimore, Maryland 21202

Trustee's Sale

OF 146 ACRES, MORE OR LESS OF PRIME WATERFRONT PROPERTY LOCATED ON CHESAPEAKE BAY OF WHICH 3700 FEET, MORE OR LESS IS BULKHEADED IMPROVEMENTS INCLUDE TWO DWELLINGS PROPERTY KNOWN AS "BLOODY POINT FARMS/LIGHTHOUSE MANOR" SITUATED ON KENT MANOR ROAD STEVENSVILLE, QUEEN ANNE'S COUNTY MARYLAND

By virtue of a decree of the Circuit Court of Queen Anne's County, Equity Case No. 87-01058, the undersigned, Trustees, will sell at public auction on the premises, on,

Fri., Aug., 28, 1987

AT 12:00 O'CLOCK NOON

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon situate in Queen Anne's County, and described as follows:

BEGINNING for the first and being all that certain parcel of land, with the buildings and improvements thereon erected, known as the Bloody Point Farm, or the Muddy Creek Farm, situate on Kent Island, Queen Anne's County, Maryland, and more particularly described as follows:

BEGINNING at an iron pipe marker identifying the southeast corner of Bloody Point Farm, which point is also the northeast corner of the John D.C. Roane property lying west of the proposed bordering County Road; said point of beginning being also located at the intersection of the west right-of-way line of the proposed bordering County Road and the common property line between Bloody Point Farm and that part of the John D.C. Roane property lying west of the proposed bordering County Road; thence North 26°63'41" East a distance of 62.17 feet, this being a point on the west right-of-way line of the County Road; thence North 26°41'38" East a distance of 283.93 feet, this being a point on the west right-of-way line of the County Road; thence North 26°28' East a distance of 1270.86 feet, this being a point on the west right-of-way line of the County Road; thence North 34°59'15" East a distance of 132.18 feet to an iron pipe, this being a point on the west right-of-way line of the County Road, which point is also the northeast corner of the property being described; thence turning left along the northern boundary of the property being described along a course bearing North along the northern boundary of the property being described along a course bearing North 55°37'43" West a distance of 1885.84 feet to an iron pipe (which pipe marks the north extremity of the meander traverse running in a southerly direction along Chesapeake Bay, from which the high tide line that marks the westerly boundary of Bloody Point Farm is located); thence continuing along the last described course a distance of 57 feet, more or less, to an intersection with the high tide line of the Chesapeake Bay, which point of intersection is the northwest corner of the property being described; thence following the high tide line of Chesapeake Bay in a southwesterly and southeasterly direction a distance of 4389 feet, more or less, to a point of intersection with the west bank of Muddy Creek, which point marks the extreme southernmost tip of the land being described historically known as Bloody Point; thence following the bank of Muddy creek in a northeasterly direction a distance of 1800 feet, more or less, to an iron pipe marking a point on the boundary line common to Bloody Point Farm and the property of John D.C. Roane; thence North 08°11'54" East a distance of 200.00 feet to an iron pipe on the boundary line common to Bloody Point Farm and the property of John D.C. Roane; thence South 80°59'26" East a distance of 991.89 feet to the first mentioned point and place of beginning, containing 116 acres, more or less.

17 minutes 44 seconds West a distance of 408.75 feet, South 10 degrees 40 minutes 44 seconds West a distance of 192.22 feet, South 16 degrees 35 minutes 44 seconds West a distance of 186.30 feet, South 10 degrees 16 minutes 04 seconds West a distance of 425.79 feet, South 09 degrees 18 minutes 04 seconds West a distance of 236.30 feet, to a point marking the southern extremity of the west right-of-way line of the now County Road where it intersects the property line of the Warren A. Shuping property on the west side of the entrance road to the Warren A. Shuping property; thence North 84 degrees 16 minutes 26 seconds West a distance of 3.33 feet to a concrete marker; thence South 01 degrees 08 minutes 44 seconds West a distance of 63.15 feet to a concrete marker on the property line common to the tract being described and the Warren A. Shuping property on the south, said concrete marker being the southeast property corner of the tract being described; thence South 87 degrees 18 minutes 04 seconds West, binding on the northerly line of the Warren A. Shuping property, which is the dividing line between the Warren A. Shuping property and the property being described, a distance of 810 feet, more or less, to the normal high tide mark (November, 1956) of the Chesapeake Bay; thence in a northwesterly direction following the high tide line of the Chesapeake Bay, a distance of 800 feet, more or less, to the inlet of Muddy Creek (Bloody Point Creek); thence following the south end east bank line of Muddy Creek in an easterly and northerly direction a distance of 2750 feet, more or less, (following the meander of the banks of Muddy Creek) to an iron pipe marking a point on the boundary line common to Bloody Point Farm and the tract of land being described; thence North 08 degrees 11 minutes 54 seconds East a distance of 200.00 feet to an iron pipe marker located at the intersection of the course just described with the south property line of Bloody Point Farm, said point of intersection being the northwest corner of the tract of land being described; thence South 80 degrees 59 minutes 26 seconds East a distance of 991.89 feet along the property line common to Bloody Point Farm and the tract being described to the first mentioned point and place of beginning, containing 43.05 acres, more or less.

TOGETHER with any and all right, title and interest of the Grantors herein, in and to Muddy Creek (sometimes called Bloody Point Creek, and formerly known as Woodens creek), and the bed thereof, the said creek lying between the property herein described and Bloody Point Farm.

SUBJECT to the legal operation and effect of the following Deeds and Agreements:

1. Deed from Thomas Andre and wife to The Eastern Shore Public Service Company of Maryland, dated September 16, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, folio 283.
2. Deed from Thomas Andre and wife, et al to County Commissioners of Queen Anne's County dated November 2, 1954 and recorded among the aforesaid Land Records in Liber T.S.P. No. 24, folio 425.
3. Agreement between S.T. Ceryle Tanner, et al and the Chesapeake and Potomac Telephone Company dated October 10, 1917 and recorded among the aforesaid Land Records in Liber W.F.W. No. 11, folio 94.
4. Subject to the terms and conditions as set forth on the Plat entitled, "Proposed Subdivision of Kent Manor-Patent" recorded in T.P.C. No. 2, folio 283.

The property consists of APPROXIMATELY 146 ACRES, MORE OR LESS, OF WATERFRONT PROPERTY KNOWN AS "BLOODY POINT FARMS/LIGHTHOUSE MANOR" DIRECTLY LOCATED ON THE CHESAPEAKE BAY OF WHICH 3,700 FEET, MORE OR LESS IS BULKHEADED, THE IMPROVEMENTS CONSIST OF TWO HOUSES; ONE SUBSTANTIAL, THE OTHER MODEST. The property is subject to the Critical Areas Plan of the Chesapeake Bay and is presently believed to be zoned for 28 units under the Queen Anne's County Comprehensive Zoning

SAVING AND EXCEPTING all those lots of ground described in a Deed dated August 15, 1952 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 8, folio 284, from Thomas Andre, et ux to James M. Hedgecock and being more particularly described as follows:

ALL those lots or parcels of land situate at the southern extremity of Kent Island and fronting on the Chesapeake Bay, in the Fourth Election District of Queen Anne's County, known and designated as Lots Nos. 12 and 12A, Section A, of the Subdivision, Kent Point Manor Company, and more particularly described according to a Plat of Survey made by Howard C. Sutton, Surveyor, in the month of October, 1951, which plat is to be recorded among the Land Records of Queen Anne's County and indexed in the names of Thomas and Victorie Andre and also Kent Point Manor Company.

SAVING AND EXCEPTING all those lots of ground described in a Deed dated May 18, 1953 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12, folio 537, from Thomas Andre and Victoria S. Andre to Jacob Kemper and Mary Kemper, his wife and more particularly described as follows:

ALL those lots of ground situate in Queen Anne's County in the State of Maryland, and being known and designated as Lots Nos. 5, 6, and 7, as laid out and shown on the Plat of Kent Point Manor and which said Plat is duly recorded among the Land Records of Queen Anne's in Plat Book T.S.P. No. 8, folio 283.

BEGINNING for the Second and being a certain tract of land, formerly a part of the John D.C. Roane property, said tract of land being bounded on the east by the new County Road, on the south by the Warren A. Shuping property, on the west by the normal high tide lines of the Chesapeake Bay and the east bank of Muddy Creek (sometimes called Bloody Point Creek), and on the north by the property known as the Bloody Point Farm, situate on Kent Island, said tract of land, which according to a survey prepared by James H. Ludlow Associates, Engineers, etc., dated November 1956, is more particularly described as follows:

BEGINNING at an iron pipe marker locating the southeast property of Bloody Point Farm, said point of beginning being also located at the intersection of the west right-of-way line of the abutting new County Road and the south property line of Bloody Point Farm; said point of beginning also being the northeast corner of the tract of land being described; thence proceeding in a southwesterly direction following the west right-of-way line (and along said right-of-way line) of the abutting new County road along the following consecutive courses; South 26 degrees 03 minutes 54 seconds West a distance of 684.92 feet, South 13 degrees

Plan.

The property and improvements will be sold in their "As is" condition, and subject to such matters as are or would be revealed by an accurate survey and by an inspection of the property and improvements. There is no warranty express or implied regarding the property or the improvements, including any matter or description contained in this advertisement. The property and improvements are sold subject to any agreement, easement, restriction, covenant, declaration, violation or other matter of record, if any, affecting the property or improvements, and is also subject to any enforcement express, implied or unrecorded rights of way, if any, to others through the property. The property and improvements are sold subject to any valid riparian rights, navigation servitudes and any governmental regulation affecting the property.

The Trustees do not make any guarantee or representation regarding the acreage or as to the marketability of title as to such part of the property that may have eroded or may otherwise be below the high water mark. Any agricultural transfer taxes, if applicable and if due upon this sale, will be the sole responsibility and at the sole expense of the buyer.

TERMS OF SALE: A deposit of \$125,000.00 payable in cash, certified check or by a cashier's check will be required from purchaser at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Queen Anne's County, interest to be paid at the rate of 14.00% on unpaid purchase money from date of sale to date of settlement. The secured party herein, if a bidder, shall not be required to post a deposit. The purchaser will be required to complete settlement of the purchase within ten days of the ratification of the sale by the Court, otherwise the property will be resold at the risk and expense of the purchaser. Taxes and water rent, if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

DIRECTIONS: RTS. 50/301 to Chesapeake Bay Bridge. Cross bridge to MD Route 8. South (right) turn toward Romancoke) onto MD Rt. 8 and bear right at Kent Point Road to Kent Fort Road to property.

Monica Benziger and/or James G. Davis
TRUSTEES

HARVEY WEST, AUCTIONEER
#411 INVESTMENT BUILDING
BALTIMORE, MD 21204
301-828-4667

RB-8-12-31 030

L88

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

STATE OF MARYLAND DEPOSIT INSURANCE

FUND CORPORATION as Receiver for Old
Court Savings & Loan, Inc.
vs.

LIGHTHOUSE MANOR, INC.

Civil No. 87-01058

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 8th day of
September, 1987 that the sale of the real
property made and reported in this action will be
ratified after the expiration of one month from the
date hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be published
in a newspaper published in Queen Anne's County at least
once a week in each of three successive weeks before the
expiration of one month from the date hereof.

Filed: September 8, 1987

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Centreville, Md. 9-30 1987

We Hereby Certify

That the annexed advertisement of
CIVIL NO. 87-01058

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of _____ successive weeks before the _____ day of _____ 19_____.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 16th day of September 1987, and the last insertion on the 30th day of September 1987.

Publishers, Record Observer
Per Ernie R. Ball

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
STATE OF MARYLAND DEPOSIT INSURANCE
FUND CORPORATION AS Receiver for Old Court
Savings & Loan, Inc.
vs.
LIGHTHOUSE MANOR, INC.
Civil No. 87-01058
NOTICE REGARDING RATIFICATION OF SALE
NOTICE IS HEREBY GIVEN THIS 8th day of
September, 1987 that the sale of the real property
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after the expiration of one month from the date
hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be
published in a newspaper published in Queen
Anne's County at least once a week in each of
three successive weeks before the expiration of one
month from the date hereof.
Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys, Deputy Clerk
Filed September 8, 1987
RB-9-16-31-030

RECEIVED
CLERK, CIRCUIT COURT
1987 OCT 26 PM 12:33
QUEEN ANNE'S COUNTY

Centreville, Md. Sept. 30 1987

We Herely Certify

That the annexed advertisement of

CIVIL No: 87-01058

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 27th day of OCTOBER 1987.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 16th day of September 1987, and the last insertion on the 30th day of September 1987.

Publishers, Record Observer

Per [Signature]

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
STATE OF MARYLAND DEPOSIT INSURANCE
FUND CORPORATION AS Receiver for Old Court
Savings & Loan, Inc.

vs.

LIGHTHOUSE MANOR, INC.

Civil No. 87-01058

NOTICE REGARDING RATIFICATION OF SALE
NOTICE IS HEREBY GIVEN THIS 8th day of
September, 1987 that the sale of the real property
make and reported in this action will be ratified
after the expiration of one month from the date
hereof, unless cause to the contrary be previously
shown, provided a copy of this Notice shall be
published in a newspaper published in Queen
Anne's County at least once a week in each of
three successive weeks before the expiration of one
month from the date hereof.

Marguerite W. Menkin, Clerk

True Copy, Test:

Marguerite W. Mankin, Clerk

By: Betty M. Comegys, Deputy Clerk

Filed September 8, 1987

RB 9-16-31-030

RECEIVED
CLERK, CIRCUIT COURT
1987 OCT 28 AM 10:08
QUEEN ANNE'S COUNTY

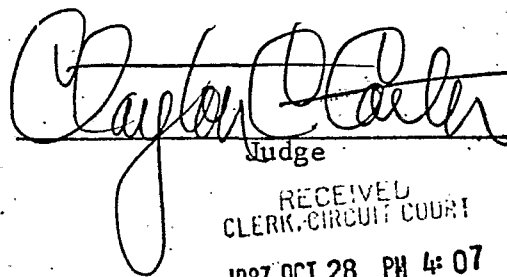
STATE OF MARYLAND DEPOSIT : IN THE CIRCUIT COURT
 INSURANCE FUND CORPORATION : FOR QUEEN ANNE'S COUNTY
 Plaintiff :
 vs. : CIVIL NO. 87-01058
 LIGHTHOUSE MANOR, INC. :
 Defendant _____

FINAL RATIFICATION OF SALE
 AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 28th day of October, 1987, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.
2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.
3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.
4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.


 Judge

Distribution:
 File
 Fiduciary(s)
 Court Auditor

RECEIVED
 CLERK, CIRCUIT COURT
 1987 OCT 28 PH 4:07
 QUEEN ANNE'S COUNTY

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION,
AS RECEIVER OF OLD COURT
SAVINGS & LOAN, INC.,

Plaintiff

v.

LIGHTHOUSE MANOR, INC.,

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Case No. 87-01058

* * * * *

MOTION FOR ALLOWANCE OF FORECLOSURE EXPENSES

The State of Maryland Deposit Insurance Fund Corporation ("MDIF"), in its capacity as Receiver of Old Court Savings & Loan, Inc., by its undersigned attorney, respectfully requests the allowance of certain foreclosure sale expenses that may be in addition to the amounts ordinarily allowed. The grounds for this Motion are as follows:

1. Under the suggested auditor's account, a \$200.00 maximum is provided as an auctioneer's fee.
2. This property was a sizeable property. It was repurchased by Old Court, to protect its prior advances, for \$1,700,000.00 at the foreclosure sale.
3. In an effort to obtain the maximum sale price, Old Court engaged in advertising beyond just a legal advertising notice. Through the auctioneer, Old Court and MDIF placed advertising in the Sunpapers and The Washington Post. In

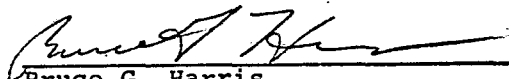
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CLERK, CIRCUIT COURT
1987 DEC 24 AM 10:25
QUEEN ANNE'S COUNTY

addition, it requested direct contact by the auctioneer with various persons who had previously expressed interest to MDIF in properties of this type, and through persons known to the auctioneer.

4. Because of these extra activities, and the substantial qualitative nature of the property, it is respectfully requested that an auctioneer's fee of \$500.00 be allowed in this instance, the actual amount charged to Old Court.

WHEREFORE, for the foregoing reason, MDIF respectfully requests that the full auctioneer's fee be allowed.

Respectfully submitted,


 Bruce G. Harris
 Frank, Bernstein, Conaway & Goldman
 300 East Lombard Street
 Baltimore, Maryland 21202
 (301) 625-3500

Attorney for MDIF

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22 day of December, 1987, a copy of this Motion for Allowance of Foreclosure Expenses was mailed by first-class mail, postage prepaid, to Lighthouse Manor, Inc., 1623 Mount Herman Road, Salisbury, Maryland 21801, and to Raymond S. Smethurst, Jr., Esquire, Adkins, Potts & Smethurst, One Plaza East, Salisbury, Maryland, 21801, attorney for Lighthouse Manor, Inc.


 Bruce G. Harris

cc: John W. Sause, Jr., Esquire
Auditor
204 N. Commerce Street
Post Office Drawer 70
Centreville, Maryland 21617

STATE OF MARYLAND DEPOSIT
INSURANCE FUND CORPORATION,
AS RECEIVER OF OLD COURT
SAVINGS & LOAN, INC.

Plaintiff

v.

LIGHTHOUSE MANOR, INC.,

Defendant

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* Case No. 87-01058

* * * * *

ORDER

Having read and considered MDIF's Motion For Allowance of Foreclosure Expenses, it is this 28th day of December, 1988, by the Circuit Court for Queen Anne's County,

ORDERED, and the same hereby is, that the Motion is granted and the court auditor shall allow an auctioneer's fee of \$500.00 as part of the costs and expenses of the foreclosure sale *subject to exception being filed by interested persons.*

Raylon D. Carter

JUDGE

cc: Bruce G. Harris, Esquire
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

John W. Sause, Jr., Esquire
Auditor
204 N. Commerce Street
Post Office Drawer 70
Centreville, Maryland 21617

Raymond S. Smethurst, Jr., Esquire
Adkins, Potts & Smethurst
One Plaza East
Salisbury, Maryland 21801

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1987 DEC 29 AM 10:43
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

STATE OF MARYLAND etc. :
 v. : Civil #87-01058
 LIGHTHOUSE MANOR, INC. :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported	\$ 1,700,000.00		
Interest @ 14%			
as computed at settlement			
from 08/28/87 to 12/01/87			
96 days @ \$652.0548 per day	62,597.26		
Real property taxes \$ 16,249.96			
from 07/01/87 to 08/27/87			
58 days @ \$ 43.22737	<u>2,582.19-</u>		
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 1,760,015.07	
COMMISSIONS, to Fiduciary	\$ 85,150.00-		
EXPENSES OF SALE			
Court costs	\$ 344.00-		
Advertising			
Notices of sale	2,796.04-		
Report of sale	89.46-		
Auctioneer's fee	500.00-		
Certified mail	<u>3.34-</u>	3,732.84-	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 65.00-		
Postage & copies	<u>3.00-</u>	<u>68.00-</u>	<u>88,950.84-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 1,671,153.33	

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 CLERK, CIRCUIT COURT
 1988 MAY -9 AM 8:46
 QUEEN ANNE'S COUNTY

AUDITOR'S ACCOUNT

Civil #87-01058

Page 2

INDEBTEDNESS DUE UNDER MORTGAGE

Per Statement of Debt

Principal

\$ 5,254,285.63-

Interest to 06/30/87

1,509,215.39-

Interest on principal @ 14%

07/01/87 to 10/27/87

119 days @ \$2,015.35

239,826.65-

\$ 7,003,327.67-

AVAILABLE FOR DISTRIBUTION, as above

1,671,153.33

DEFICIT

\$ 5,332,174.34-

NOTICE

The attached Account was filed on May 9, 1988. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

19 724

AUDITOR'S ACCOUNT

Civil #87-01058

Page 3

CERTIFICATE OF AUDITOR

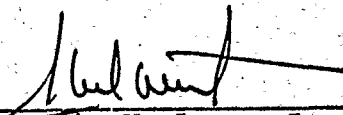
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Civil Action #87-01058. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth.

I further certify that copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following persons on May 9, 1988:

Bruce G. Harris, Esquire
Attorney for State of Maryland
Deposit Insurance Fund Corporation
300 East Lombard Street
Baltimore, Maryland 21202

Lighthouse Manor, Inc.
1623 Mt. Hermon Road
Salisbury, Maryland 21801

Monica Benzinger, Trustee
James G. Davis, Trustee
301 The Brokerage
34 Market Place
Baltimore, Maryland 21202



John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

STATE OF MARYLAND etc.

v.

LIGHTHOUSE MANOR, INC.

Civil #87-01058

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this 26th day of May, 1988,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clayton Carter
JUDGE

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CLERK CIRCUIT COURT
1988 MAY 26 AM 10:09
QUEEN ANNE'S COUNTY

19 APR 7 26

Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

In the Circuit Court for

VS

Queen Anne's County, MD

Albert J. Clough and
Constance M. Clough, his wife
Rt. 2, Box 633
Wyoming, DE 19934

CV No. 87-0999

AND

All persons having or claiming to have
any interest in the property described
in the Complaint;

AND

Unknown owner or owners of all those lots
of land located in Queen Anne's County, Maryland,
described in the Complaint and his or their
heirs, devisees and personal representatives
and their or any of their heirs, devisees,
executors, administrators, grantees, assigns
or successors in right, title and interest

OF

The following described property:

First Election District of Queen Anne's County, Maryland consisting of 2
Acres, more or less, on the West side of Peters Corner - Templeville Road,
designated as Parcel 76, Block 14, Map 20.

Complaint to Foreclose Rights of Redemption

The Complaint of Raymond P. Chambers, 1305 Harmony Lane, Annapolis,
Maryland 21401, by Elroy G. Boyer, his Attorney, complains against the
defendants:

1. That on May 21, 1985 William H. Tolson, the Collector of Taxes
for the County of Queen Anne's, State of Maryland, sold to the Plaintiff,
Raymond P. Chambers, at public auction, the hereinafter property in fee
simple in conformity with the authority conferred upon him by Paragraph 72
and thereafter of Article 81 of the Annotated Code of Maryland, 1957, and
by the acts amendatory thereof.

2. That the serial number of the Certificate of Tax Sale issued to
the Plaintiff by the Collector, as aforesaid, and a description of the
property in substantially the same form as the description appearing on
the Collector's tax roll and the amount of money required for redemption
of the property herein described as follows:

CIVIL 8700999H
CIV FEES 70.00
CHECK/MD 70.00
#286830 C001 R01 T14:07
05/20/87

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MD 21620
(301) 778-1830

RECEIVED
CLERK OF COURT
1987 MAY 20 PM 2:11
QUEEN ANNE'S COUNTY

Tax Sale Case No. CV-85-329

All that lot of ground in the First Election District of Queen Anne's County, Maryland located on the West side of Peters Corner - Templeville Road being designated as Parcel 76, Block 14, Map 20 consisting of a lot. Assessed to Albert J. Clough and Constance M. Clough, his wife, for taxes for 1979 and thereafter and being in arrears. Amount of taxes due is \$23.87 plus interest and costs, and expenses to day of sale. Assessed value is \$1,080.00.

3. That the Certificate of Tax Sale is herewith attached to the Complaint and prayed to be read and taken as part hereof as though fully incorporated herein and marked Plaintiff's Exhibit No. 1.

4. That a search and examination of the Land Records for Queen Anne's County, of the Records of the Register of Wills for Queen Anne's County, and the Records of all Courts, including Law and Equity, disclosed the following:

(a) That the property described in Tax Sale Case No. CV-85-329 vested in Albert J. Clough and Constance M. Clough, his wife, as follows: The assessment records of Queen Anne's County show this property has been assessed to Albert J. Clough and Constance M. Clough, his wife, since they acquired it by Deed dated June 1, 1977 from Margaret Elizabeth Clough and said Deed is recorded among the Land Records of Queen Anne's County, Maryland in C.W.C. No. 120, Folio 593. They or someone acting on their behalf exercised ownership and control over said property since 1977.

5. That although more than one year and a day from the date of the sale of said property has expired, the aforesaid property has not been redeemed by any party in interest, and this present proceeding to foreclose the rights of redemption is brought within two years from the date of the aforesaid tax sale, and the date of the issuance of the aforesaid Certificate of Tax Sale.

6. That amount necessary for the redemption of the property heretofore described and referred to is the purchase price of the said property as aforesaid, which also appears on the face of the aforesaid Certificate of Tax Sale, together with interest at the rate of 8% per annum from the date of sale to the date of redemption and all other taxes and municipal liens accruing subsequent to the date of sale, together with interest and penalties thereon and the total disbursements made by the Plaintiff, the present holder of the Certificate of Tax Sale or by its predecessor in accordance with the provisions of Paragraphs 72 and thereafter of Article 81 of the Annotated Code of Maryland, 1957, and Acts amendatory thereof.

WHEREFORE, your Plaintiff prays:

A. That this Honorable Court pass a Final Judgment foreclosing all rights of the Defendants and of all persons having or claiming to have an interest in and to the aforesaid property herein described.

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MD 21620
(301) 778-1830

B. That this Honorable Court may pass a Final Judgment vesting in the Plaintiff an absolute and indefeasible title in fee simple in and to the property herein described and referred to and to bar all rights of redemption and to foreclose all prior or subsequent alienations and descents of the property herein described and all encumbrances thereon except public easements to which the property is subject, taxes and other municipal liens accruing subsequent to the date of the aforementioned tax sale.

C. That a writ of subpoena be issued to the Defendants Albert J. Clough and Constance M. Clough, his wife, Rt. 2, Box 633, Wyoming, DE 19934 commanding them to be and appear in this Court on some certain day to be named therein and answer the said Complaint, or redeem the said property and abide by and perform such decrees or orders as may be passed therein and warning them that in case of failure to do so, a Final Judgment will be passed foreclosing all rights of redemption in the aforesaid property.

D. That an Order of Publication be passed in accordance with Article 81, Section 107, of the Code giving notice to the Defendants Albert J. Clough and Constance M. Clough, his wife, Rt. 2, Box 633, Wyoming, DE 19934 and all persons having or claiming to have an interest in the property set forth in the Complaint filed herein; and any and all unknown owner or owners, their heirs, devisees and personal representatives, and his or any of his heirs, devisees, executors, administrators, grantees assigns, or successors in right, title and interest of the property set forth in the Complaint filed herein, and of the object and substance of this Complaint and warning them to be and appear in this Court in person or by Solicitor on some certain day to be named therein and to show cause if any they may have, why a Judgment or Judgments should not be passed as prayed.

E. That the Plaintiff may have such other and further relief as his cause may require.

Raymond P. Chambers
 Raymond P. Chambers
 1305 Harmony Lane
 Annapolis, MD 21401

Elroy G. Boyer
 Elroy G. Boyer, Attorney for Plaintiff
 107 Court Street
 Chestertown, MD 21620
 301/778-1630

LAW OFFICES OF
 ELROY G. BOYER
 COURT STREET
 CHESTERTOWN, MD 21620
 (301) 778-1630

16

2

Raymond Clendin

\$500

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W. Peter Sevi Temple Rd - Mt. Stengleville being designated on Map 20, Block 14, as Parcel 76, Queen Anne's County Tax Maps, consisting of a 1st series of land, more or less and
Assessed value \$ 1080, assessed to Albert J. Sontose M. Clough
for \$ 2387 taxes in arrears plus interest, costs, and expenses to day of sale.

1.91
15.00
15.00
.58
56.36

56.36
30.00
86.36

MAY 21 1964
WILLIAM H. TOLSON, TREAS.

Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

VS

Albert J. Clough, et al

* In the Circuit Court for
* Queen Anne's County, MD
* CV No. 87-00999

AFFIDAVIT OF TITLE SEARCH

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

BEFORE ME, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Elroy G. Boyer, Attorney for the Plaintiff herein, who, being duly sworn, deposes and says:

1. That he searched and examined the Land Records for Queen Anne's County, Maryland, the records of the Register of Wills for Queen Anne's County, and the records of all Courts of Law and Equity for Queen Anne's County for a period of at least forty (40) years immediately prior to the institution of the above entitled suit.

2. That the property described in Tax Sale Case No. CV-85-329 vested in Albert J. Clough and Constance M. Clough, his wife, by virtue of a Deed from Margaret Elizabeth Clough, Widow, dated June 1, 1977, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 120, Folio 593. The assessment records of the County Treasurer show this property has been assessed to Albert J. Clough and Constance M. Clough, his wife, since 1977 and that they or someone acting on their behalf paid taxes thereon since 1977 and exercised ownership and control over the property from 1977. The description of said property is as follows: ALL that lot or parcel of ground situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the West side of but not immediately adjacent to the new road from Templeville to Schenks or Schanks Corner, more particularly described as follows, to wit:

BEGINNING for the same at a point where the northeast corner of the lot of Victor Tribbett and Ethel M. Tribbett, his wife, intersects with the old road (no longer maintained as a public road) from Templeville to Schenks Corner and other land of the Grantor herein and running thence in a northerly direction by and with the western boundary line of the aforesaid old road from Templeville to Schenks Corner a distance of 210 feet to a point, thence in a westerly direction by and with other lands of the Grantor herein and along a line which is perpendicular to the aforesaid old road from Templeville to Schenks Corner a distance 420 feet to a point, thence in a southerly direction along a line which is parallel with the aforesaid old road from Templeville to Schenks Corner and 420 feet equidistant therefrom a distance of 210 feet to a point, thence in an easterly direction by and with other property of the grantor herein and Victor Tribbett, et ux, a distance of 420 feet to the place of beginning, the aforesaid parcel of land to contain two (2) acres, more or less.

It is the same property acquired by John James Clough and Margaret Elizabeth Clough, his wife, from Foster Clough and Hilda Clough, his wife, by

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MD 21620
(301) 778-1836

RECEIVED
CLERK OF DISTRICT COURT
1987 MAY 20 PM 2:11
QUEEN ANNE'S COUNTY

Deed dated September 6, 1966 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 24, Folio 397. The said John James Clough departed this life December 30, 1968 leaving the said Margaret Elizabeth Clough as sole owner.

It is also part of a 15 acre tract acquired by Foster Clough and Hilda Clough, his wife, by Deed from County Commissioners of Queen Anne's County dated May 27, 1941 and recorded among the Land Records of Queen Anne's County, Maryland in Liber A.S.G. Jr. No. 4, Folio 358. It is also Parcel No. 1 of 18 parcels acquired by the County Commissioners of Queen Anne's County from J. William Keith, Treasurer by Deed dated May 25, 1940 and recorded among the Land Records of Queen Anne's County, Maryland in Liber A.S.G. Jr. No. 3, Folio 2.

Subject to a lien, if any, by Kent & Queen Anne's Hospital dated July 28, 1981 and recorded among the Judgment Records of Queen Anne's County in the amount of \$30.85 plus interest and costs. Said Judgment was released as to Constance Clough only on October 24, 1984. The said Albert J. Clough is deceased.

3. That from said search and examination as aforesaid, it appears that the aforementioned Albert J. Clough and Constance M. Clough are the owners of the property described in the Complaint and no further information as to owner or owners of said tract of land so described as aforesaid was available from an examination and search that was made as aforesaid.

Elroy G. Boyer
Elroy G. Boyer

SUBSCRIBED AND SWORN to before me this 19th day of May, 1987.

H. Elizabeth Lunn
Notary Public

My Commission expires:
July 1, 1990

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MD 21620
(301) 778-1630

Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

In the Circuit Court for

VS

Queen Anne's County, Maryland

Albert J. Clough and
Constance M. Clough, his wife
Rt. 2, Box 633
Wyoming, DE 19934

CV No. 87-00999

AND

All persons having or claiming to have
any interest in the property described
in the Complaint;

AND

Unknown owner or owners of all those lots
of land located in Queen Anne's County, Maryland,
described in the Complaint and his or their
heirs, devisees and personal representatives
and their or any of their heirs, devisees,
executors, administrators, grantees, assigns
or successors in right, title and interest

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all
rights of redemption in the following property located in Queen Anne's
County, Maryland, sold by the Collector of Taxes for Queen Anne's County,
State of Maryland, to the Plaintiff in this proceeding:

Tax Sale Case No. CV-85-329

All that lot of ground in the First Election District of Queen Anne's
County, Maryland located on the West side of Peters Corner - Templeville
Road being designated as Parcel 76, Block 14, Map 20 consisting of a lot.
Assessed to Albert J. Clough and Constance M. Clough, his wife, Rt. 2, Box
633, Wyoming, DE 19934, for taxes for 1979 and thereafter and being in
arrears.

The Complaint states, among other things, that the amounts necessary
for redemption have not been paid, although more than one year and a day
from the date of sale has expired.

It is thereupon this _____ day of _____, 1987,
by the Circuit Court for Queen Anne's County,

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MD 21620
(301) 778-1630

ORDERED, that notice be given by sending by certified mail to the defendants at their last known address and by posting in the Court House a copy of this Order of Publication as allowed by Article 81, Section 107 of the Annotated Code of Maryland, warning all persons interested in said property to be and appear in the Court before the _____ day of _____, 1987, and redeem the property above described and answer the Complaint or thereafter a Final Judgment will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

JUDGE

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MD 21620
(301) 778-1630

Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

In the Circuit Court for

VS

Queen Anne's County, MD

Albert J. Clough and
Constance M. Clough, his wife
Rt. 2, Box 633
Wyoming, DE 19934

CV No. 8700999

AND

All persons having or claiming to have
any interest in the property described
in the Complaint;

AND

Unknown owner or owners of all those lots
of land located in Queen Anne's County, Maryland,
described in the Complaint and his or their
heirs, devisees and personal representatives
and their or any of their heirs, devisees,
executors, administrators, grantees, assigns
or successors in right, title and interest

RECEIVED
CLERK CIRCUIT COURT
1988 FEB 23 AM 10:09
QUEEN ANNE'S COUNTY

OF

The following described property:

First Election District of Queen Anne's County, Maryland consisting of 2
Acres, more or less, on the West side of Peters Corner - Templeville Road,
designated as Parcel 76, Block 14, Map 20.

Amended Complaint to Foreclose Rights of Redemption

The Complaint of Raymond P. Chambers, 1305 Harmony Lane, Annapolis,
Maryland 21401, by G. Mitchell Mowell, his Attorney, complains against
the defendants:

1. That on May 21, 1985 William H. Tolson, the Collector of Taxes
for the County of Queen Anne's, State of Maryland, sold to the Plaintiff,
Raymond P. Chambers, at public auction, the hereinafter property in fee
simple in conformity with the authority conferred upon him by Paragraph 72
and thereafter of Article 81 of the Annotated Code of Maryland, 1957, and
by the acts amendatory thereof.
2. That the serial number of the Certificate of Tax Sale issued to
the Plaintiff by the Collector, as aforesaid, and a description of the
property in substantially the same form as the description appearing on
the Collector's tax roll and the amount of money required for redemption
of the property herein described as follows:

Law Offices
MOWELL, NUNN
& WADKOVSKY

Tax Sale Case No. CV-85-329

All that lot of ground in the First Election District of Queen Anne's County, Maryland located on the West side of Peters Corner - Templeville Road being designated as Parcel 76, Block 14, Map 20 consisting of a lot. Assessed to Albert J. Clough and Constance M. Clough, his wife, for taxes for 1979 and thereafter and being in arrears. Amount of taxes due is \$23.87 plus interest and costs, and expenses to day of sale. Assessed value is \$1,080.00.

3. That although more than one year and a day from the date of the sale of said property has expired, the aforesaid property has not been redeemed by any party in interest, and this present proceeding to foreclose the rights of redemption is brought within two years from the date of the aforesaid tax sale, and the date of the issuance of the aforesaid Certificate of Tax Sale.

4. That the Certificate of Tax Sale is herewith attached to the Amended Complaint and prayed to be read and taken as part hereof as though fully incorporated herein and marked Plaintiff's Exhibit No. 1.

5. That a search and examination of the Land Records for Queen Anne's County, of the Records of the Register of Wills for Queen Anne's County, and the Records of all Courts, including Law and Equity, disclosed the following:

That the property described in Tax Sale Case No. CV-85-329 vested in Albert J. Clough and Constance M. Clough, his wife, as follows: The assessment records of Queen Anne's County show this property has been assessed to Albert J. Clough and Constance M. Clough, his wife, since they acquired it by Deed dated June 1, 1977 from Margaret Elizabeth Clough and said Deed is recorded among the Land Records of Queen Anne's County, Maryland in C.W.C. No. 120, Folio 593. They or someone acting on their behalf exercised ownership and control over said property since 1977.

6. That amount necessary for the redemption of the property heretofore described and referred to is the purchase price of the said property as aforesaid, which also appears on the face of the aforesaid Certificate of Tax Sale, together with interest at the rate of 6% per annum from the date of sale to the date of redemption and all other taxes and municipal liens accruing subsequent to the date of sale, together with interest and penalties thereon and the total disbursements made by the Plaintiff, the present holder of the Certificate of Tax Sale or by its predecessor in accordance with the provisions of the Property Tax Article of the Annotated Code of Maryland.

WHEREFORE, your Plaintiff prays:

A. That this Honorable Court pass a Final Judgment foreclosing all rights of the Defendants and of all persons having or claiming to have an interest in, and to the aforesaid property herein described.

B. That this Honorable Court may pass a Final Judgment vesting in the Plaintiff an absolute and indefeasible title in fee simple in and to the property herein described and referred to and to bar all rights of redemption and to foreclose all prior or subsequent alienations and descents of the property herein described and all encumbrances thereon except public easements to which the property is subject, taxes and other municipal liens accruing subsequent to the date of the aforementioned tax sale.

C. That process be served on the Defendants Albert J. Clough and Constance M. Clough, his wife, Rt. 2, Box 633, Wyoming, DE 19934 commanding them to be and appear in this Court on some certain day to be named therein and answer the said Complaint, or redeem the said property and abide by and perform such decrees or orders as may be passed therein and warning them that in case of failure to do so, a Final Judgment will be passed foreclosing all rights of redemption in the aforesaid property.

D. That an Order of Publication be passed in accordance with Section 14-840 of the Property Tax Article of the Annotated Code of Maryland giving notice to all persons having or claiming to have an interest in the property set forth in the Complaint filed herein; and any and all unknown owner or owners, their heirs, devisees and personal representatives, and his or any of his heirs, devisees, executors, administrators, grantees assigns, or successors in right, title and interest of the property set forth in the Complaint filed herein, and of the object and substance of this Complaint and warning them to be and appear in this Court in person or by Solicitor on some certain day to be named therein and to show cause if any they may have, why a Judgment or Judgments should not be passed as prayed.

E. That the Plaintiff may have such other and further relief as his cause may require.

G. Mitchell Mowell

G. Mitchell Mowell
Attorney for Plaintiff
107 Court Street
Chestertown, MD 21620
(301) 778-1630

16

2

Raymond Jenkins

\$500

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W. P. St. Lawrence Rd. - Mt. Sterling being designated on Map 20, Block 14, as Parcel 26, Queen Anne's County Tax Maps, consisting of all acres of land ~~more or less~~ and

Assessed value \$ 1080, assessed to Albert J. Constance M. Clough for \$ 23.87 taxes in arrears plus interest, costs, and expenses to day of sale.

1.91
15.00
15.88
56.36

56.36
30.00
86.36

MAY 21 1936

WILLIAM H. TOLSON, TREAS.

Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

VS

Albert J. Clough, et al.

* In the Circuit Court for
* Queen Anne's County, MD
* CV No. 8700999

AFFIDAVIT OF TITLE SEARCH

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

BEFORE ME, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent, personally appeared G. Mitchell Mowell, Attorney for the Plaintiff herein, who, being duly sworn, deposes and says:

1. That he searched and examined the Land Records for Queen Anne's County, Maryland, the records of the Register of Wills for Queen Anne's County, and the records of all Courts of Law and Equity for Queen Anne's County for a period of at least forty (40) years immediately prior to the institution of the above entitled suit.
2. That the property described in Tax Sale Case No. CV-85-329 vested in Albert J. Clough and Constance M. Clough, his wife, by virtue of a Deed from Margaret Elizabeth Clough, Widow, dated June 1, 1977, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 120, Folio 593. The assessment records of the County Treasurer show this property has been assessed to Albert J. Clough and Constance M. Clough, his wife, since 1977 and that they or someone acting on their behalf paid taxes thereon since 1977 and exercised ownership and control over the property from 1977. The description of said property is as follows: ALL that lot or parcel of ground situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the West side of but not immediately adjacent to the new road from Templeville to Schenks or Schanks Corner, more particularly described as follows, to wit:

BEGINNING for the same at a point where the northeast corner of the lot of Victor Tribbett and Ethel M. Tribbett, his wife, intersects with the old road (no longer maintained as a public road) from Templeville to Schenks Corner and other land of the Grantor herein and running thence in a northerly direction by and with the western boundary line of the aforesaid old road from Templeville to Schenks Corner a distance of 210 feet to a point, thence in a westerly direction by and with other lands of the Grantor herein and along a line which is perpendicular to the aforesaid old road from Templeville to Schenks Corner a distance 420 feet to a point, thence in a southerly direction along a line which is parallel with the aforesaid old road from Templeville to Schenks Corner and 420 feet equidistant therefrom a distance of 210 feet to a point, thence in an easterly direction by and with other property of the grantor herein and Victor Tribbett, et ux, a distance of 420 feet to the place of beginning, the aforesaid parcel of land to contain two (2) acres, more or less.

It is the same property acquired by John James Clough and Margaret Elizabeth Clough, his wife, from Foster Clough and Hilda Clough, his wife, by

CLERK, CIRCUIT COURT

1988 FEB 23 AM 10:09

QUEEN ANNE'S COUNTY

Page 2

Deed dated September 6, 1966 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 24, Folio 397. The said John James Clough departed this life December 30, 1968 leaving the said Margaret Elizabeth Clough as sole owner.

It is also part of a 15 acre tract acquired by Foster Clough and Hilda Clough, his wife, by Deed from County Commissioners of Queen Anne's County dated May 27, 1941 and recorded among the Land Records of Queen Anne's County, Maryland in Liber A.S.G. Jr. No. 4, Folio 358. It is also Parcel No. 1 of 18 parcels acquired by the County Commissioners of Queen Anne's County from J. William Keith, Treasurer by Deed dated May 25, 1940 and recorded among the Land Records of Queen Anne's County, Maryland in Liber A.S.G. Jr. No. 3, Folio 2.

Subject to a lien, if any, by Kent & Queen Anne's Hospital dated July 28, 1981 and recorded among the Judgment Records of Queen Anne's County in the amount of \$30.85 plus interest and costs. Said Judgment was released as to Constance Clough only on October 24, 1984. The said Albert J. Clough is deceased.

3. That from said search and examination as aforesaid, it appears that the aforementioned Albert J. Clough and Constance M. Clough are the owners of the property described in the Complaint and no further information as to owner or owners of said tract of land so described as aforesaid was available from an examination and search that was made as aforesaid.

G. Mitchell Mowell

 G. Mitchell Mowell

SUBSCRIBED AND SWORN to before me this 19th day of February, 1988.

R. J. [Signature]

 Notary Public



My Commission expires:

July 1, 1990

Law Offices
 MOWELL, NUNN
 & WADKOVSKY

1985 19 MAY 740

CERTIFICATE OF SALE

I, William H. Tolson, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that pursuant to Chapter 305, of the Acts of 1957, and Acts Amendantory thereof on May 21st, 1985, I sold to Raymond Chambers at public auction for the sum of Six hundred Dollars and no Cents, of which Eighty-six Dollars and 36 Cents has been paid, the property in the 1st Election District of Queen Anne's County, Maryland, and described as ALL that lot or parcel of Land W/Peters Cor-Templeville Rd-designated on Map 20, Blk 14, Parcel 76 assessed value \$1,080

and assessed to Albert J & Constance M Clough
The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of ^{twelve} ~~ten~~ per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 305 of the Acts of 1957, and acts amendantory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, occurring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser.

Witness my hand and seal, this 21st day of May, 1985

William H. Tolson
Treasurer and Collector

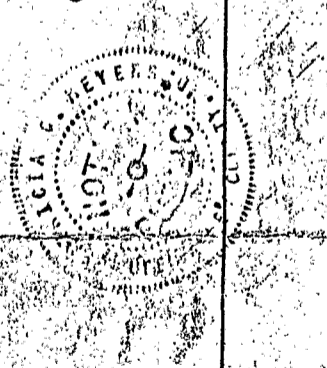
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of May, 1985, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William H. Tolson Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the afore-going Certificate of Sale to be his act.

Witness my hand and notarial seal.

Patricia H. Meyer
Notary Public

My Commission Expires: 7/1/86



RECEIVED
CLERK, CIRCUIT COURT
1988 MAR -1 AM 10:19
QUEEN ANNE'S COUNTY

Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

In the Circuit Court for

VS

Queen Anne's County, Maryland

Albert J. Clough and
Constance M. Clough, his wife
Rt. 2, Box 633
Wyoming, DE 19934

CV No. 87-00999

AND

All persons having or claiming to have
any interest in the property described
in the Complaint;

AND

Unknown owner or owners of all those lots
of land located in Queen Anne's County, Maryland,
described in the Complaint and his or their
heirs, devisees and personal representatives
and their or any of their heirs, devisees,
executors, administrators, grantees, assigns
or successors in right, title and interest

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all
rights of redemption in the following property located in Queen Anne's
County, Maryland, sold by the Collector of Taxes for Queen Anne's County,
State of Maryland, to the Plaintiff in this proceeding:

Tax Sale Case No. CV-85-329

All that lot of ground in the First Election District of Queen Anne's
County, Maryland located on the West side of Peters Corner - Templeville
Road being designated as Parcel 76, Block 14, Map 20 consisting of a lot.
Assessed to Albert J. Clough and Constance M. Clough, his wife, Rt. 2, Box
633, Wyoming, DE 19934, for taxes for 1979 and thereafter and being in
arrears.

The Complaint states, among other things, that the amounts necessary
for redemption have not been paid.

It is thereupon this 2nd day of March, 1988,
by the Circuit Court for Queen Anne's County,

Law Offices
MOWELL, NUNN
& WADKOVSKY

1368 19 742

Page 2

ORDERED, That notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Queen Anne's County once a week for three (3) successive weeks, warning all persons interested in the property to appear in this Court by the 11th day of May, 1988, and redeem the property above described and answer the Complaint or thereafter a Final Judgment will be entered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Clayton C. Carter

JUDGE

RECEIVED
CLERK, CIRCUIT COURT

1988 MAR -2 PM 4: 06

QUEEN ANNE'S COUNTY

Filed: March 2, 1988

Law Office
MOWELL, MUNN
& WADKOVSKY

1987 19 PAGE 743
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-00999

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name ALBERT J. CLOUGH
Rt. 2, Box 633
Address Wyoming, DE 19934
County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached
Complaint filed by RAYMOND P. CHAMBERS, 1305 Harmony Lane, Annapolis, MD 21401
(Name and Address)

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued March 2, 1988

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

COPY OF SUMMONS AND PROCEEDINGS MAILED TO ATTORNEY FOR SERVICE.

SHERIFF'S RETURN

FEE \$ _____

SHERIFF _____

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

LIBER 19 PAGE 743-A
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-00999

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name CONSTANCE M. CLOUGH

Rt. 2, Box 633

Address Wyoming, DE 19934

County

You are hereby summoned to file a written response by pleading or motion in this Court to the attached
Complaint filed by RAYMOND P. CHAMBERS, 1305 Harmony Lane, Annapolis, MD 21401
(Name and Address)

within 60 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued March 2, 1988

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

COPY OF SUMMONS AND PROCEEDINGS MAILED TO ATTORNEY FOR SERVICE.

SHERIFF'S RETURN

FEE \$

SHERIFF

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
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3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

LIBER 19 PAGE 743-B

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Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

In the Circuit Court for

VS

Queen Anne's County, MD

Albert J. Clough and
Constance M. Clough, his wife
Rt. 2, Box 633
Wyoming, DE 19934

CV No. 8700999

AND

All persons having or claiming to have
any interest in the property described
in the Complaint;

AND

Unknown owner or owners of all those lots
of land located in Queen Anne's County, Maryland,
described in the Complaint and his or their
heirs, devisees and personal representatives
and their or any of their heirs, devisees,
executors, administrators, grantees, assigns
or successors in right, title and interest

MOTION FOR SERVICE BY PUBLICATION

Now comes Raymond P. Chambers, Plaintiff, by his attorney, G. Mitchell
Mowell, and moves, pursuant to Rules 2-121 and Rule 2-122 that service on
Defendants Albert J. Clough and Constance M. Clough be obtained by
publication. In support whereof, your movant avers:

1. That an Amended Complaint to Foreclose Rights of Redemption was
filed herein or or about February 20, 1988.
2. That on March 2, 1988 this Honorable Court ordered service by
publication for all persons having an interest in the property described
herein.
3. That summonses were issued by the Clerk of Court for personal
service on Albert J. Clough and Constance M. Clough, his wife, at Rt. 2, Box
633, Wyoming, DE 19934.
4. That said summonses were sent by certified mail to said Defendants
on March 7, 1988.
5. That said summonses were returned by the Wyoming, DE post office
indicating that the Defendants' forwarding order had expired. See copies of
envelopes attached hereto as Exhibit One.

Law Offices
MOWELL, NUNN
& WADKOVSKY

RECEIVED
CLERK, CIRCUIT COURT
1988 MAY 19 AM 10:57
QUEEN ANNE'S COUNTY

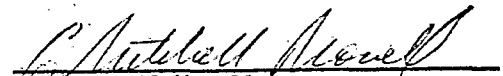
6. That Plaintiff obtained a forwarding address for said Defendants as of April 23, 1985, said address being P. O. Box 268, Frederica, DE 19946. See letter attached hereto as Exhibit Two.

7. That said summonses were re-sent by certified mail to said address on April 12, 1988.

8. That said summonses were returned by the Frederica, DE post office indicating that the addressees were unknown. See copies of envelopes attached hereto as Exhibit Three.

9. That the whereabouts of the Defendants Albert J. Clough and Constance M. Clough are unknown.

WHEREFORE, your movant prays that the service by publication accomplished by virtue of the Court's order of March 2, 1988 be made effective as against Defendants Albert J. Clough and Constance M. Clough.



G. Mitchell Mowell
Attorney for Plaintiff
107 Court Street
Chestertown, MD 21620
(301) 778-1630

I do certify and affirm under the penalties of perjury that the contents of the foregoing are true to the best of my knowledge, information and belief.



G. Mitchell Mowell

LAW OFFICES

NUNN & WADKOVSKY

107 COURT STREET

TOWN, MARYLAND 21620

Claim Check No. 686414

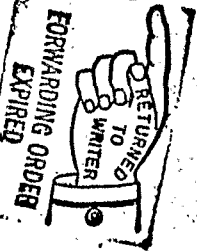
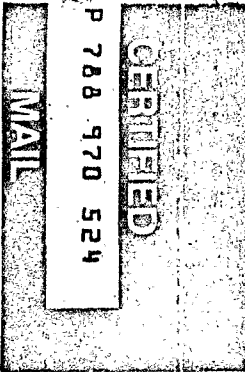
Hold IN RECEIPT REQUESTED

Date 3/9/88

1ST NOTICE

2ND NOTICE

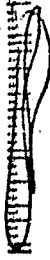
P 788 970 524



~~Mr. Albert J. Clough
Rt. 2, Box 633
Wyoming, DE 19934~~



Name _____
1st Notice 3-8
2nd Notice 3-12
Return 3-22



LAW OFFICES

MCWELL, NUNN & WADKOVSKY

107 COURT STREET

MARYLAND 21620

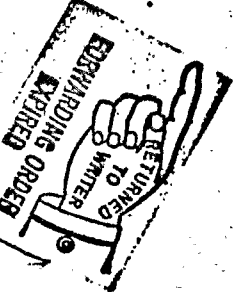
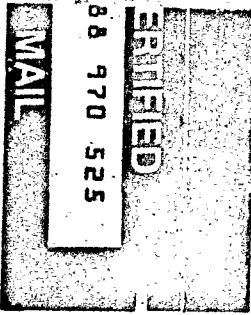
Claim Check No. 686413

Hold

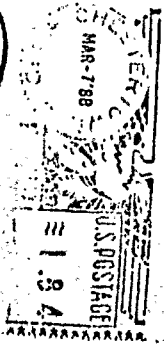
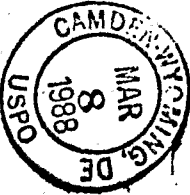
Date 3/9/88

1ST NOTICE

P 788 970 525



~~Ms. Cosseance M. Clough
Rt. 2, Box 638
Wyoming, DE 19934~~



Name _____
1st Notice 3-8
2nd Notice 3-12
Return 3-22

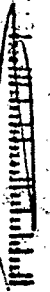


EXHIBIT 10 PAGE 746

19 717
EXHIBIT TWO

LAW OFFICES

MOWELL, NUNN & WADKOVSKY

107 COURT STREET
CHESTERTOWN, MARYLAND 21620

G. MITCHELL MOWELL
JOHN E. NUNN, III
BASIL WADKOVSKY

TELEPHONE
(301) 778-1630

March 21, 1988

*Mailed
4-23-85*

U.S. Postmaster
Wyoming, DE 19934

Re: Constance M. Clough
Albert J. Clough
Rt. 2, Box 633
Wyoming, DE 19934

Dear Sirs:

Please provide the current forwarding address for the above captioned individuals. I enclose my check in the amount of \$2.00 to cover the cost of this service. Thank you for your cooperation.

Sincerely,

G. Mitchell Mowell
G. Mitchell Mowell

GMM:pbs

Enc.

*AS OF 4/23/85
PO. BOX 268
FREDERICK
DE 19946*

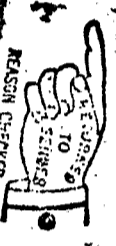
EXHIBIT THREE 19 APR 78

LAW OFFICES
MOWELL, NUNN & WADKOVSKY

107 COURT STREET
CHESTERTOWN, MARYLAND 21620

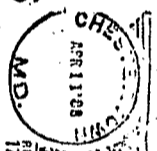
CERTIFIED MAIL
P 741 483 009

Return Receipt Requested
Deliver to Addressee Only



REASON CHECKED
TO
ALBERT J. Clough
P.O. Box 268
Frederica, DE. 19946

Claim Check No. 685056



U.S. POSTAGE
= 45 =
RANKEN RAILROAD STATION
FREDERICK, MD 21701

2ND Notice

Return

Postage from
Postpaid Meter
Oct. 1968

LAW OFFICES
MOWELL, NUNN & WADKOVSKY

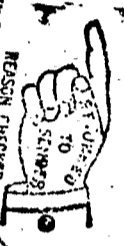
107 COURT STREET
ENTOWN, MARYLAND 21620

Claim Check No. 685057

CERTIFIED MAIL
P 741 483 010

Return Receipt Requested

Deliver to Addressee Only



REASON CHECKED
TO
Constance M. Clough
P.O. Box 268
Frederica, DE. 19946

CHESTERTOWN MD APR 11 1978
U.S. POSTAGE
= 45 =
RANKEN RAILROAD STATION
FREDERICK, MD 21701

Postage from
Postpaid Meter
Oct. 1968

2ND Notice

Return

Postage from
Postpaid Meter
Oct. 1968

Postnet barcode

Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

In the Circuit Court for

VS

Queen Anne's County, MD

Albert J. Clough and
Constance M. Clough, his wife
Rt. 2, Box 633
Wyoming, DE 19934

CV No. 8700999

AND

All persons having or claiming to have
any interest in the property described
in the Complaint;

AND

Unknown owner or owners of all those lots
of land located in Queen Anne's County, Maryland,
described in the Complaint and his or their
heirs, devisees and personal representatives
and their or any of their heirs, devisees,
executors, administrators, grantees, assigns
or successors in right, title and interest

ORDER

Upon the foregoing Motion for Service by Publication, it appearing that
good faith efforts to serve Defendants Albert J. Clough and Constance M.
Clough by certified mail have not succeeded and that service by regular mail
is impracticable, it is by the Circuit Court for Queen Anne's County

ORDERED that service on Defendants Albert J. Clough and Constance M.
Clough be had by means of the publication ordered herein on March 2, 1988.

Dated: May 26, 1988

Carla E. Carls

JUDGE

CLERK, CIRCUIT COURT
1988 MAY 26 AM 10:31
QUEEN ANNE'S COUNTY

Law Offices
MOWELL, NUNN
& WADKOVSKY

LIBER 19 750
Centreville, Md. 3/13 19 88

We Hereby Certify

That the annexed advertisement of

CV No. 89-00999

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 11th day of May 1988.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the

9th day of March

1988, and the last insertion on the

23rd day of March

1988.

Publishers, Record Observer

Per

Marguerite W. Mankin
CLERK, CIRCUIT COURT

1988 JUN 16 AM 10:07
QUEEN ANNE'S COUNTY

In the Circuit Court for
Queen Anne's County, Maryland
CV No. 87-00999
Raymond P. Chambers
1305 Harmony Lane
Annapolis, MD 21401

VS

Albert J. Clough and
Constance M. Clough, his wife
Rt. 2, Box 633
Wyoming, DE 19934

AND

All persons having or claiming to have any interest
in the property described in the Complaint;

AND

Unknown owner or owners of all those lots of land
located in Queen Anne's County, Maryland,
described in the Complaint and his or their heirs,
 devisees and personal representatives and their or
any of their heirs, devisees, executors, ad-
ministrators, grantees, assigns or successors in
right, title and interest

ORDER OF PUBLICATION

The object of this proceeding is to secure the
foreclosure of all rights of redemption in the follow-
ing property located in Queen Anne's County,
Maryland, sold by the Collector of Taxes for Queen
Anne's County, State of Maryland, to the Plaintiff
in this proceeding:

Tax Sale Case No. CV-85-329

All that lot of ground in the First Election District
of Queen Anne's County, Maryland located on the
West side of Peters Corner — Templeville Road be-
ing designated as Parcel 76, Block 14, Map 20 con-
sisting of a lot. Assessed to Albert J. Clough and
Constance M. Clough, his wife, Rt. 2, Box 633,
Wyoming, DE 19934, for taxes for 1979 and there-
after and being in arrears.

The Complaint states, among other things, that
the amounts necessary for redemption have not
been paid.

It is thereupon this 2nd day of March, 1988, by
the Circuit Court for Queen Anne's County,

ORDERED, That notice be given by the insertion
of a copy of this order in some newspaper having a
general circulation in Queen Anne's County once a
week for three (3) successive weeks, warning all
persons interested in the property to appear in this
Court by the 11th day of May, 1988, and redeem
the property above described and answer the
Complaint or thereafter a Final Judgment will be
entered foreclosing all rights of redemption in the
property, and vesting in the Plaintiff a title, free and
clear of all encumbrances.

Clayton C. Carter
JUDGE

True Copy, Test:

Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk

File 1: March 2, 1988

RB-3-9-31-023

Raymond P. Chambers.

vs.

Albert J. Clough

*

*

*

In the Circuit Court for

Queen Anne's County, Maryland

Civil No. 8700999

JUDGMENT

The proceedings in the within case having been read and considered, and the Respondents having been properly served with process or properly notified by an Order of Publication issued out of this Court on the 2nd day of March, 1988, and no redemption having been made nor answer filed by any party in interest:

It is this 17th day of June, 1988, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County that the property herein described and sold by the Collector of Taxes for Queen Anne's County to Raymond P. Chambers, on or about the 2nd day of May, 1985, under Tax Sale Case No. CV-85-329, is the property of the said Raymond P. Chambers by an absolute and indefeasible title in fee simple, free and clear of all prior or subsequent alienations and the descents of the property and encumbrances thereon, except taxes and other municipal liens accruing subsequent to the date of sale and public easements to which the property may be subject; and all rights in the property of the Respondents herein or any of them, their heirs, devisees and personal representatives and any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest shall cease to the extent and purpose that the deed hereinafter mentioned to be executed by the County Tax Collector, shall convey to Raymond P. Chambers, a good and merchantable title, in fee simple, to the property more particularly hereinafter described as follows: ALL that lot or parcel of ground situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the West side of but not immediately adjacent to the new road from Templeville to Schenks or Schanks Corner, more particularly described as follows, to wit:

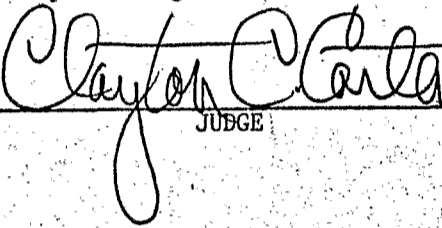
BEGINNING for the same at a point where the northeast corner of the lot of Victor Tribbett and Ethel M. Tribbett, his wife, intersects with the old road (no longer maintained as a public road) from Templeville to Schenks Corner and other land of the Grantor herein and running thence in a northerly direction by and with the western boundary line of the aforesaid old road from Templeville to Schenks Corner a distance of 210 feet to a point, thence in a westerly direction by and with other lands of the Grantor herein and along a line which is perpendicular to the aforesaid old road from Templeville to Schenks Corner a distance 420 feet to a point, thence in a southerly direction along a line which is parallel with the aforesaid old road from Templeville to Schenks Corner and 420 feet equidistant therefrom a distance of 210 feet to a point, thence in an easterly direction by and with other property of the grantor herein and Victor Tribbett, et ux, a distance of 420 feet to the place of beginning, the aforesaid parcel of land to contain two (2) acres, more or less.

It is the same property acquired by John James Clough and Margaret Elizabeth Clough, his wife, from Foster Clough and Hilda Clough, his wife, by

Law Offices
MOWELL, NUNN
& WADKOVSKY

Deed dated September 6, 1966, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 24, Folio 397. The said John James Clough departed this life December 30, 1968 leaving the said Margaret Elizabeth Clough as sole owner.

AND IT IS FURTHER ORDERED, ADJUDGED and DECREED that the County Tax Collector of Queen Anne's County, Maryland, shall prepare and execute a deed which will convey the herein described property to Raymond P. Chambers, his heirs and assigns, in fee simple, upon the payment of the balance of the purchase price of the above described properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale and upon the payment of the costs of these proceedings.



JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1988 JUN 20 PM 12:06
QUEEN ANNE'S COUNTY

CLARENCE NOBLE KENNEDY
Box 307A
Millington, Maryland
Plaintiff

IN THE CIRCUIT COURT

vs.

FRANCES MATTOX
Address unknown

FOR QUEEN ANNE'S COUNTY

CIVIL 8801233#
CIV FEES 80.00
CHECK/HD 80.00

HO20080 C001 R00 T11:02
01/19/88

and

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX
Defendants

CIVIL NO. 88-01233

...o0o...

COMPLAINT TO QUIET TITLE

Plaintiff Clarence Noble Kennedy, by his attorney Walter B. Palmer, III, brings this Complaint to Quiet Title against Frances Mattox and all the unknown heirs, devisees, personal representatives, and assigns of Frances Mattox, and says:

1. Plaintiff is the owner of the following described land by virtue of a deed from Enoch Pritchett, Naomi P. Saulsbury, and William Saulsbury dated July 21, 1958, and recorded among the Land Records for Queen Anne's County at Liber T.S.P. No. 44, folio 178:

All that piece or parcel of land, being part of the "Barton Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on the southern side of the Pennsylvania Railroad Company's right-of-way and at the northeastern portion of said farm, bounded on the north by said Pennsylvania Railroad Company's right-of-way, on the east, south, and west by the lands of George C. Moore, the lot hereby beginning for the same at a sycamore tree located on the southern line of said Railroad right-of-way and running thence in a southerly direction a distance of TWO HUNDRED (200) FEET to a stone, thence in a westerly direction a distance of ONE HUNDRED AND FIFTY FEET (150) to a stone, thence in a northerly direction a distance of ONE HUNDRED AND FIFTY (150) FEET to the aforesaid railroad right-of-way, and thence in a southerly line of the said railroad right-of-way a distance of ONE HUNDRED AND FIFTY (150) FEET to the place of beginning. SAVE AND EXCEPT that land described in the following two deeds: (1) deed from Annie Pritchett and Frances Mattox to the State of Maryland

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21620

RECEIVED
CLERK, CIRCUIT COURT

1988 JAN 19 AM 11:04
QUEEN ANNE'S COUNTY

to the use of the State Roads Commission of Maryland dated April 4, 1949, and recorded among the Land Records of Queen Anne's County at Liber N.B.W. No. 3, folio 78, (2) deed from Anna Pritchett to the State of Maryland to the use of the State Roads Commission of Maryland dated May 11, 1949, and recorded among the Land Records for Queen Anne's County at Liber N.B.W. No. 3, folio 387.

2. Said deed to Plaintiff recited that said grantors came to have title to said land by virtue of their status as surviving children of Anna Pritchett, who died May 1956.

3. Anna Pritchett acquired her interest in said property by deed from George C. Moore and Naomi H. Moore to Eli Harris and Anna Pritchett as joint tenants, dated July 22, 1942, and recorded among the land Records for Queen Anne's County at Liber A.S.G. Jr. No. 6, folio 414, the said Eli Harris having died, leaving Anna Pritchett as surviving tenant.

4. Anna Pritchett retained a life interest in said property but conveyed the remainder interest to her daughter, Defendant Frances Mattox, by deed dated October 20, 1945, and recorded among the Land Records for Queen Anne's County at Liber A.S.G. Jr. No. 12, folio 198.

5. The aforesaid deed to Plaintiff recited that Defendant Frances Mattox died April 1956.

6. The Land Records for Queen Anne's County disclose no deed from Frances Mattox of her interest in the subject property.

7. The records of the Orphans Court for Queen Anne's County disclose no estate for Frances Mattox.

8. Since Anna Pritchett possessed only a life interest in the subject property, said grantors in said deed to Plaintiff could never have possessed an interest in the subject property by virtue of her death and consequently could not pass a valid title to Plaintiff.

9. Plaintiff has had actual peaceable possession of the subject property, or in the alternative, constructive and peaceable possession of the subject property under color of title continuously since July 21, 1958.

10. There is no pending action at law or proceedings in equity to enforce or test the validity of the title.

WHEREFORE, Plaintiff requests:

A. That this Court enter a judgment that he has absolute ownership and disposition of the subject property.

B. That this Court enjoin Defendants from asserting their claims by any action at law or otherwise.

Walter B. Palmer, III

Walter B. Palmer, III
Attorney for Plaintiff
110 Market Street
Denton, Maryland 21629
Telephone: 479-1880

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21629

CLARENCE NOBLE KENNEDY
Plaintiff

vs.

FRANCES MATTOX

and

ALL THE UNKNOWN HEIRS,
DEWISEES, PERSONAL
REPRESENTATIVES, AND
ASSIGNS OF FRANCIS MATTOX
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S
COUNTY

CIVIL NO. 88-01233

...oOo...

MOTION FOR SERVICE BY POSTING

Plaintiff Clarence Noble Kennedy, by his attorney, Walter B. Palmer, III, moves, pursuant to Maryland Rule 2-122 that service in this case be made by posting, and in support says

1. As shown in the accompanying affidavit, Plaintiff has made reasonable efforts to locate the Defendants in this case, and the whereabouts of the Defendants remain unknown.

2. That subject property is small, and the proposed Order of publication is long, and Plaintiff does not feel that publication in a newspaper of general circulation would impose an unwarranted financial burden on him, in light of the fact that Frances Mattox has been dead for thirty years and that none of the other Defendants has made any claims within that time.

3. Plaintiff has no last known address for any of Defendants.

4. Plaintiff has contacted a man named Enoch Pritchett, who is a son of a man who may be a brother of Frances Mattox, but said Enoch Pritchett does not wish to be involved in this case.

WHEREFORE, Plaintiff requests that service in this case be made by posting at the Courthouse door and that mailing to Defendants' last known addresses be dispensed with, except for service of an Order of Publication by certified mail, return receipt requested, to Enoch Pritchett.

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21028

Walter B. Palmer III
Walter B. Palmer, III
Attorney for Plaintiff

CLARENCE NOBLE KENNEDY
Plaintiff

IN THE CIRCUIT COURT

vs.

FRANCES MATTOX

and

FOR QUEEN ANNE'S COUNTY

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND
ASSIGNS OF FRANCIS MATTOX
Defendants

CIVIL NO. 88-01233

...o0o...

**AFFIDAVIT IN SUPPORT OF
MOTION FOR SERVICE BY POSTING**

I hereby affirm under the penalties of perjury that the following information is true and correct:

1. The 1958 deed from Enoch Pritchett, Naomi P. Saulsbury, and William Saulsbury to the Plaintiff recited that Frances Mattox died in April 1956.

2. The Plaintiff tried to find the whereabouts of Enoch Pritchett, Naomi P. Saulsbury, and William Saulsbury, but was unable to do so.

3. The local telephone directory lists no Frances Mattox, Naomi P. Saulsbury, or William Saulsbury, but it does contain a listing for Enoch Pritchett.

4. My office contacted the Enoch Pritchett listed in the telephone book. He informed us of the following:

a. Frances Mattox had no children except Marsha Mattox, who predeceased Frances Mattox.

b. Anna Pritchett was the mother of Frances Mattox.

c. He is the son of Enoch Pritchett named in the 1958 deed.

d. He does not want to become involved in this case and has no interest in the subject property of this case.

5. I am more than 18 years of age and competent to make this Affidavit.

Penny L. Wright
Penny L. Wright

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21028

CLARENCE NOBLE KENNEDY
Plaintiff

vs.

FRANCES MATTOX

and

ALL THE UNKNOWN HEIRS,
DEWISEES, PERSONAL
REPRESENTATIVES, AND
ASSIGNS OF FRANCIS MATTOX
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S
COUNTY

CIVIL NO. 88-01233

...o0o...

ORDER

Upon consideration of the foregoing Motion to Serve by Posting and the accompanying affidavit, it is this 19th day of January, 1988, by the Circuit Court for Queen Anne's County,

ORDERED that service on Defendants in this case be made by posting an Order of Publication at the Courthouse door and that mailing a copy of the Order of Publication to Defendant's last known address is dispensed with, with the exception the Plaintiff shall mail a copy of the Order of Publication by certified mail, return receipt requested, to Enoch Pritchett.

Cayton Carly
J U D G E

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN 19 PM 3:30
QUEEN ANNE'S COUNTY

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21029

CLARENCE NOBLE KENNEDY
Plaintiff

: IN THE CIRCUIT COURT

vs.

FRANCES MATTOX

and

: FOR QUEEN ANNE'S COUNTY

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX
Defendant

: CIVIL NO. 88-01233

...o0o...

NOTICE OF PUBLICATION

Ordered by the Circuit Court for Queen Anne's County:

All interested persons are notified that Clarence Noble Kennedy has filed in this Court a Complaint to Quiet Title to all that land described as follows:

All that piece or parcel of land, being part of the "Barton Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on the southern side of the Pennsylvania Railroad Company's right-of-way and at the northeastern portion of said farm, bounded on the north by said Pennsylvania Railroad Company's right-of-way, on the east, south, and west by the lands of George C. Moore, the lot hereby beginning for the same at a sycamore tree located on the southern line of said Railroad right-of-way and running thence in a southerly direction a distance of TWO-HUNDRED (200) FEET to a stone, thence in a westerly direction a distance of ONE HUNDRED FIFTY (150) FEET to a stone, thence in a northerly direction a distance of ONE HUNDRED AND FIFTY (150) FEET to the aforesaid railroad right-of-way, and thence in a southerly line of the said railroad right-of-way a distance of ONE HUNDRED AND FIFTY (150) FEET to the place of beginning. SAVE AND EXCEPT that land described in the following two deeds: (1) deed from Annie Pritchett and Frances Mattox to the State of Maryland to the Use of the State Roads Commission of Maryland dated April 4, 1949, and recorded among the Land Records of Queen Anne's County at Liber N.B.W. No. 3, folio 78, (2) deed from Anna Pritchett to the State of Maryland to the use of the State Roads Commission of Maryland dated May 11, 1949, and recorded among the land Records for Queen Anne's County at Liber N.B.W. No. 3, folio 387.

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21028

The Complaint alleges, in substance, that Plaintiff acquired his interest in the subject property by deed from Enoch Pritchett, Naomi P. Saulsbury, and William Saulsbury dated July 21, 1958, and recorded among the Land Records for Queen Anne's County at Liber T.S.P. no. 44, folio 178; that said grantors claimed in said deed to have acquired their title in the subject land by virtue of their status as surviving children of Anna Pritchett, who died May 1956; that Anna Pritchett acquired her interest in the subject property by deed from George C. Moore and Naomi H. Moore, his wife, to Eli Harris and Anna Pritchett as joint tenants dated July 22, 1942, and recorded among the Land Records for Queen Anne's County at Liber A.S.G.Jr. No. 6, folio 414, the said Eli Harris having died leaving Anna Pritchett as the surviving tenant; that Anna Pritchett retained a life estate in the subject property but conveyed the remainder interest to her daughter, Defendant Frances Mattox, by deed dated October 20, 1945, and recorded among the Land Records for Queen Anne's County at Liber A.S.G.Jr. No. 12, folio 198; that Frances Mattox died April 1956; that the land records for Queen Anne's County disclose no deed from Frances Mattox; that the records of the Orphans Court for Queen Anne's County disclose no estate for Frances Mattox; that since Anna Pritchett possessed only a life estate in the subject property, the grantors in the deed to Plaintiff could never have possessed an interest in the subject property by virtue of her death and consequently could not pass a valid title to Plaintiff; that Plaintiff has had actual peaceable possession of the subject property, or in the alternative, constructive and peaceable possession of the subject property under color of title continuously since July 21, 1958; and that there is no pending action at law or proceedings in equity to enforce or test the validity of the title.

Plaintiff requests that the Court enter a judgment that he has absolute ownership and disposition of the subject property and that the Court enjoin the Defendants from asserting their claims by any action at law or otherwise.

ALL INTERESTED PERSONS ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR INTERVENE ON OR BEFORE FEBRUARY 25, _____, 1988, MAY RESULT IN THE CASE PROCEEDING BY DEFAULT.

Marguerite W. Mankin
Clerk

Filed: January 19, 1988

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21629

SM: For Your Return

LIBER 19 PAGE 761

CLARENCE NOBLE KENNEDY
Plaintiff

: IN THE CIRCUIT COURT

vs.

FRANCES MATTOX

and

: FOR QUEEN ANNE'S COUNTY

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX
Defendant

: CIVIL NO. 88-01233

...oOo...

NOTICE OF PUBLICATION

Ordered by the Circuit Court for Queen Anne's County:

All interested persons are notified that Clarence Noble Kennedy has filed in this Court a Complaint to Quiet Title to all that land described as follows:

All that piece or parcel of land, being part of the "Barton Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on the southern side of the Pennsylvania Railroad Company's right-of-way and at the northeastern portion of said farm, bounded on the north by said Pennsylvania Railroad Company's right-of-way, on the east, south, and west by the lands of George C. Moore, the lot hereby beginning for the same at a sycamore tree located on the southern line of said Railroad right-of-way and running thence in a southerly direction a distance of TWO-HUNDRED (200) FEET to a stone, thence in a westerly direction a distance of ONE HUNDRED FIFTY (150) FEET to a stone, thence in a northerly direction a distance of ONE HUNDRED AND FIFTY (150) FEET to the aforesaid railroad right-of-way, and thence in a southerly line of the said railroad right-of-way a distance of ONE HUNDRED AND FIFTY (150) FEET to the place of beginning. SAVE AND EXCEPT that land described in the following two deeds: (1) deed from Annie Pritchett and Frances Mattox to the State of Maryland to the Use of the State Roads Commission of Maryland dated April 4, 1949, and recorded among the Land Records of Queen Anne's County at Liber N.B.W. No. 3, folio 78, (2) deed from Anna Pritchett to the State of Maryland to the use of the State Roads Commission of Maryland dated May 11, 1949, and recorded among the land Records for Queen Anne's County at Liber N.B.W. No. 3, folio 387.

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21829

The Complaint alleges, in substance, that Plaintiff acquired his interest in the subject property by deed from Enoch Pritchett, Naomi P. Saulsbury, and William Saulsbury dated July 21, 1958, and recorded among the Land Records for Queen Anne's County at Liber T.S.P. no. 44, folio 178; that said grantors claimed in said deed to have acquired their title in the subject land by virtue of their status as surviving children of Anna Pritchett, who died May 1956; that Anna Pritchett acquired her interest in the subject property by deed from George C. Moore and Naomi H. Moore, his wife, to Eli Harris and Anna Pritchett as joint tenants dated July 22, 1942, and recorded among the Land Records for Queen Anne's County at Liber A.S.G.Jr. No. 6, folio 414, the said Eli Harris having died leaving Anna Pritchett as the surviving tenant; that Anna Pritchett retained a life estate in the subject property but conveyed the remainder interest to her daughter, Defendant Frances Mattox, by deed dated October 20, 1945, and recorded among the Land Records for Queen Anne's County at Liber A.S.G.Jr. No. 12, folio 198; that Frances Mattox died April 1956; that the land records for Queen Anne's County disclose no deed from Frances Mattox; that the records of the Orphans Court for Queen Anne's County disclose no estate for Frances Mattox; that since Anna Pritchett possessed only a life estate in the subject property, the grantors in the deed to Plaintiff could never have possessed an interest in the subject property by virtue of her death and consequently could not pass a valid title to Plaintiff; that Plaintiff has had actual peaceable possession of the subject property, or in the alternative, constructive and peaceable possession of the subject property under color of title continuously since July 21, 1958; and that there is no pending action at law or proceedings in equity to enforce or test the validity of the title.

Plaintiff requests that the Court enter a judgment that he has absolute ownership and disposition of the subject property and that the Court enjoin the Defendants from asserting their claims by any action at law or otherwise.

ALL INTERESTED PERSONS ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR INTERVENE ON OR BEFORE FEBRUARY 25, 1988, MAY RESULT IN THE CASE PROCEEDING BY DEFAULT.

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21929

Filed: January 19, 1988

Marguerite W. Mankin
Clerk
TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Anne J. Debed
DEPUTY CLERK

607 01 416

I Hereby certify that the Notice in the above captioned case was posted to the Court house bulletin board for the Circuit Court for Queen Anne's County, on the 21 day of January, 1988, in accordance with the Maryland Rules of Procedure.

Melville L. Sewell
Melville L. Sewell
Sheriff
Queen Anne's County

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN 22 PM 1:53
QUEEN ANNE'S COUNTY

[Faint, illegible text from the reverse side of the page]

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[Faint, illegible text from the reverse side of the page]

CLARENCE NOBLE KENNEDY : IN THE CIRCUIT COURT
 Plaintiff

vs.

FRANCES MATTOX :
 and : FOR QUEEN ANNE'S COUNTY

ALL THE UNKNOWN HEIRS,
 DEVISEES, PERSONAL
 REPRESENTATIVES, AND ASSIGNS
 OF FRANCES MATTOX
 Defendants : CIVIL NO. 88-01233

...o0o...

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I HEREBY CERTIFY, that on this 8 day of April, 1988,
 before me, the undersigned, a Notary Public in and for the
 State and County aforesaid, personally appeared Walter B. Palmer
 III, Attorney for Plaintiff, and made oath in due form of law
 that the Defendant was duly served with process in the above-
 captioned proceeding pursuant to Maryland Rule 2-121(a).

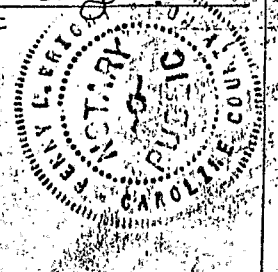
A copy of the summons, together with a copy of the
 original pleading were sent certified mail endorsed "Restricted
 Delivery - Return Receipt Requested", to the Defendant on the
 16th day of February, 1988, at the following address:

Walter B. Palmer III
 Walter B. Palmer, III

Subscribed and sworn to before me this 8 day of April,
 1988.

Penny L. Wright
 Penny L. Wright
 Notary Public

My commission expires: 7/1/90



RECEIVED
 CLERK, CIRCUIT COURT
 1988 APR 12 AM 9:49
 QUEEN ANNE'S COUNTY

WALTER B. PALMER III
 ATTORNEY AT LAW
 MARKET STREET
 DENTON, MARYLAND 21629

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery.

3. Article Addressed to: Mr. Enoch Pritchett Cordova, Maryland 21625	4. Article Number P 427 216 849 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail
5. Signature -- Addressee <i>X. Enoch Pritchett</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
6. Signature -- Agent X	8. Addressee's Address (ONLY if requested and fee paid)
7. Date of Delivery RESTRICTED	

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

CLARENCE NOBLE KENNETH
Plaintiff

IN THE CIRCUIT COURT

vs.

FRANCES MATTOX

FOR QUEEN ANNE'S COUNTY

and

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX
Defendant

CIVIL NO. 88-01233

...oOo...

MOTION FOR DEFAULT

The Plaintiff, by Walter B. Palmer, III, Attorney for Plaintiff, asks this Honorable Court, pursuant to Maryland Rule 2-613, to issue an Order of Default. In support of the Motion, the Plaintiff alleges the following:

1. The Defendant was properly served by Certified mail;
2. The Defendant's last known address is Cordova, Maryland 21625.
3. The Summons issued to the Defendant required a written answer on or before the 25th day of February, 1988. The date has passed and the Defendant has failed to file an answer to Plaintiff's Complaint.

WHEREFORE, the Plaintiff asks this Honorable Court to issue an Order of Default granting the Plaintiff leave to take testimony before the Circuit Court for Caroline County to support the allegations of the Complaint.

Walter B. Palmer, III

 Walter B. Palmer, III
 Attorney for Plaintiff
 110 Market Street
 Denton, Maryland 21629

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 9 day of April, 1988, a copy of the foregoing Motion for Default was mailed first class, postage prepaid to the Defendant at the

1988 APR 12 AM 9:49
QUEEN ANNE'S COUNTY

above-captioned address.

Walter B. Palmer, III
Walter B. Palmer, III
Attorney for Plaintiff

CLARENCE NOBLE KENNEDY : IN THE CIRCUIT COURT
Plaintiff

vs.

FRANCES MATTOX

and

: FOR QUEEN ANNE'S COUNTY

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX

Defendants

: CIVIL NO. 88-01233

...oOo...

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, CAROLINE COUNTY

I HEREBY CERTIFY, that on this 20 day of April, 1988, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Walter B. Palmer, III, Attorney for Plaintiff, and made oath in due form of law that Defendant Enoch Pritchett was duly served with process in the above-captioned proceeding pursuant to Maryland Rule 2-121(a).

A copy of the summons, together with a copy of the original of the summons were sent certified mail endorsed "Restricted Delivery - Return Receipt Requested", to the Defendant on the 16th day of February, 1988, at the following address: Cordova, Maryland 21625.

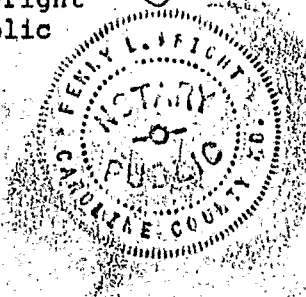
Walter B. Palmer, III
Walter B. Palmer, III

Subscribed and sworn to before me this 20 day of April, 1988.

Penny L. Wright
Penny L. Wright
Notary Public

My commission expires: 7/1/90

RECEIVED
CLERK, CIRCUIT COURT
1988 APR 21 AM 10:40
QUEEN ANNE'S COUNTY



WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21629

CLARENCE NOBLE KENNEDY : IN THE CIRCUIT COURT
Plaintiff

vs.

FRANCES MATTOX

and

: FOR QUEEN ANNE'S COUNTY

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX

Defendants : CIVIL NO. 88-01233

...oOo...

MOTION FOR DEFAULT

The Plaintiff, by his attorney Walter B. Palmer, III, asks this Honorable Court, pursuant to Maryland Rule 2-613, to issue an Order of Default and in support says:

1. The Defendant Enoch Pritchett was properly served by certified mail, and all other Defendants were properly served by posting of notice at the Courthouse door.

2. Defendant Enoch Pritchett's last known address is Cordova, Maryland 21625, and the addresses of all other Defendants are unknown.

3. The Notice of Publication required a written answer on or before February 25, 1988. The date has passed and the Defendants have failed to file an answer to Plaintiff's Complaint.

WHEREFORE, the Plaintiff asks this Honorable Court to issue an Order of Default granting the Plaintiff leave to take testimony before the Circuit Court for Queen Anne's County to support the allegations of the Complaint.

Walter B. Palmer, III

Walter B. Palmer, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 20 day of April 1988, I mailed a copy of the foregoing Motion for Default to the Defendant Enoch Pritchett at Cordova, Maryland 21625.

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21629

RECEIVED
CLERK, CIRCUIT COURT

Walter B. Palmer, III
Walter B. Palmer, III

1988 APR 21 AM 10:39

QUEEN ANNE'S COUNTY

CLARENCE NOBLE KENNEDY
Plaintiff

vs.

FRANCES MATTOX
and
ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX
Defendants

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
MARYLAND
CIVIL NO. 88-01233

ORDER OF DEFAULT

The Defendants having been duly summoned to answer the
Complaint and having failed to respond within the time limits
allowed for the same,

IT IS THEREUPON ORDERED, this 25th day of April, 1988,
by the Circuit Court for Queen Anne's County, Maryland, that the
Plaintiff is entitled to an Order of Default and the same is
hereby entered against said Defendants, subject to the establish-
ment of the truth of the averments in the Complaint by evidence
produced at a hearing before this Court on a date and time to be
set by the Assignment Clerk.

RECEIVED
CLERK OF CIRCUIT COURT
1988 APR 25 PM 1:46
QUEEN ANNE'S COUNTY

Wayton C. Carter
Judge

Distribution:
Original to File
Photocopy to:
Walter B. Palmer, III, Esq.

88-01233

Kennedy vs. Matys

6-15-88

Plaintiff

- #1 - Deed from Pritchett & Saulsbury to
Clarence Kennedy
- #2 - Deed from Anna Pritchett to Frances
Matys
- #3 - Chain of Title

41,438 LIBER 44 PAGE 178
RECEIVED FOR RECORD *Dec 18 1958*



ENOCH PRITCHETT and
NAOMI P. SAULSBURY and
WILLIAM SAULSBURY.

TO



CLARENCE NOBLE KENNEDY.

THIS DEED, made this 21st day of July, 1958, by Enoch Pritchett of New Castle County, State of Delaware, and Naomi P. Saulsbury and William Saulsbury of Caroline County, State of Maryland.

WITNESSETH, That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Enoch Pritchett, Naomi P. Saulsbury and William Saulsbury, do hereby grant and convey unto Clarence Noble Kennedy, his heirs and assigns, in fee simple:

All that lot or parcel of land, being part of the "Barton Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on the southern side of the Pennsylvania Railroad Company's right-of-way and at the northeastern portion of said farm, bounded on the north by said Pennsylvania Railroad Company's right-of-way, on the east, south and west by the lands of George C. Moore, the lot hereby beginning for the same at a sycamore tree located on the southern line of said Railroad right-of-way and running thence in a southerly direction a distance of TWO HUNDRED (200) FEET to a stone, thence in a westerly direction a distance of ONE HUNDRED AND FIFTY feet (150) to a stone, thence in a northerly direction a distance of ONE HUNDRED AND FIFTY (150) FEET to the aforesaid railroad right-of-way, and thence in a southerly line of the said railroad right-of-way a distance of ONE HUNDRED AND FIFTY (150) FEET to the place of beginning,

BEING the same land mentioned and described in a deed from Anna Pritchett, single woman to Frances Maddox, reserving life estate in said Anna Pritchett, bearing date October 20th, 1845 and on record in Liber A.S.G.Jr. No. 37, Folio 192, one of the Land Record Books for Queen Anne County, State of Maryland. Anna Pritchett having died May 1956, and Frances Maddox, daughter, having died April 1956, said property vested in aforesaid Enoch Pritchett and Naomi P. Saulsbury, surviving children of said Anna Pritchett.

PLAINTIFF'S
EXHIBIT
1
6-15-88

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, unto and to the proper use and benefit of the said Clarence Noble Kennedy, his heirs and assigns in fee simple.

AND the said Enoch Pritchett and Naomi P. Saulsbury and William Saulsbury, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS: Josephine H. Lane Enoch Pritchett (SPAL)
Enoch Pritchett

Josephine H. Lane Naomi P. Saulsbury (SPAL)
Naomi P. Saulsbury

Josephine H. Lane William Saulsbury (SPAL)
William Saulsbury



STATE OF MARYLAND, CAROLINE COUNTY, ss. IT:

I HEREBY CERTIFY, That on this 21st day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared, Enoch Pritchett, Naomi Pritchett Saulsbury and William Saulsbury, her husband, and acknowledged the foregoing deed to be their act.

WIT: ss. my hand and Notarial Seal.

Josephine H. Lane
Notary Public.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken
and copied from Liber TSP 44, folio 178, a Land
Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto
subscribe my name and affix the
Seal of the Circuit Court for
Queen Anne's County, this 15th
day of June 1988.

Marguerite W. Harkin
Marguerite W. Harkin, Clerk of
Circuit Court for Queen Anne's County



Witness our hands and seals the day and year herein first above written.

TEST: (as to John S. Green, Jr.) JOHN S. GREEN, JR. (SEAL)
 JOHN W. STAFFORD John S. Green, Jr.

TEST: (as to Helen G. Green) HELEN G. GREEN (SEAL)
 J. W. STAFFORD Helen G. Green

QUEEN ANNE'S COUNTY :
STATE OF MARYLAND : To wit:

This is to certify that on this 19 day of October 1945, before the subscriber, a Notary Public, of the State of Maryland in and for Queen Anne's County personally appeared John S. Green, Jr., and Helen G. Green, his wife, and did each acknowledge the within and foregoing deed to be their respective act and deed.

I hereunto set my hand and notarial seal this day and year herein last above written.

J. WILBUR STAFFORD (SEAL)
Notary Public

Notary
Public
Seal.

.....
#23,521. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twentieth day of October, in the year nineteen hundred and forty five, the following Deed was brought to be recorded, to wit:-

THIS DEED made this twentieth day of October in the year nineteen hundred and forty five by Anna Pritchett, single woman, of Queen Anne's County, State of Maryland.

That for and in consideration of the sum of one dollar, the said Anna Pritchett does hereby grant and convey unto and to Frances Mattox of 4237 Mills Street, Honesburg, Philadelphia, Pennsylvania, her heirs and assigns, in fee simple, subject however to a life estate for and during the term of the said Anna Pritchett, which life estate in her self is hereby reserved by the grantor hereof, in and to

all that lot and parcel of land, being a part of the "Berton Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on the southern side of the Pennsylvania Railroad Company's right of way and at the northeastern portion of said farm, bounded on the north by said Pennsylvania Railroad Company's right of way, on the east, south and west by the lands of George C. Moore, the lot hereby beginning for the same at a sycamore tree located on the southern line of said railroad right of way and running thence in a southerly direction a distance of two hundred (200) feet to a stone, thence in a westerly direction a distance of one hundred and fifty feet (150) to a stone, thence in a northerly direction a distance of one hundred and fifty (150) feet to the aforesaid railroad right of way, and thence in a southerly line of the said railroad right of way a distance of one hundred and fifty (150) feet to the place of beginning, being the same land and all the land granted and conveyed by deed dated July 22nd., 1942, by George C. Moore and Naomi H. Moore, his wife, to Eli Harris and the said Anna Pritchett, and which upon the death of the said Eli Harris, one of the joint tenants, vested in the said Anna Pritchett.

And the said Anna Pritchett hereby covenants that she will warrant specially the title to the land hereby granted and conveyed and that she will execute such other and further assurances of title to the same as may be requisite or necessary.

In witness whereof I have hereunto subscribed my name and affixed my seal.

Test: J. CARL STARKEY ANNIE PRITCHETT (SEAL)
 J. Carl Starkey Anna Pritchett

*Original handed to Plaintiff's
#23,521 file that showing
Phila. Pa.
Nov. 16, 1945.*

PLAINTIFF'S
EXHIBIT
2
6-15-88

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this twentieth day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Anna Pritchett, the above named grantor, and acknowledged the within and foregoing deed to be her act and deed. In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal.

J. CARL STARKEY
J. Carl Starkey Notary Public

Notary
Public
Seal.

QUEEN ANNE'S COUNTY, TO WIT:
#23,522. be it remembered that on the Twenty Second day of October, in the year nineteen hundred and forty five, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twenty second day of October in the year nineteen hundred and forty five between Samuel H. Walls, of the City of Smyrna in the State of Delaware, but at the time of the execution of these presents temporarily residing in Queen Anne's County in the State of Maryland, party of the first part and Nellie G. Meredith, of the last named County, party of the second part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, does hereby grant and convey unto the party of the second part, the said Nellie G. Meredith, her heirs and assigns forever,

ALL the one undivided ninth part of him, said party of the first part, in, to and of all that lot of land improved by a frame dwelling house called or known as "The Walter H. Walls Property" situate, lying and being in or adjacent to the village of Templeville in the First Election District of Queen Anne's County in the State of Maryland, adjoining the Templeville Church Property.

For further description of said property reference is hereby made to the deed from Emma Walls and others to Samuel H. Walls and Leila Walls, his wife, dated September 27, 1945, filed with the clerk of the Circuit Court for Queen Anne's County for record. One Walter H. Walls died intestate sometime in the year 1940 seised and possessed of the land mentioned above, leaving the party of the first part, his son, as one of his heirs at law and the undivided part of the land hereby conveyed is that part of said land which the party of the first part inherited from his father.

TO HAVE AND TO HOLD the estate and interest hereby granted unto the party of the second part, her heirs and assigns in fee simple and for no other purpose whatsoever.

AND the party of the first part covenants that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part has hereunto subscribed his name and affixed his seal the day and year first hereinabove written.

TEST:

DELHA DANCY ROLPH
Delha Dancy Rolph

SAMUEL H. WALLS (SEAL)
Samuel H. Walls

STATE OF MARYLAND, }
QUEEN ANNE'S COUNTY, } To wit:

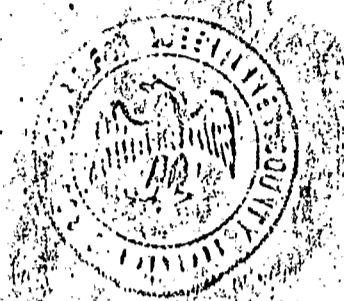
I HEREBY CERTIFY that on this twenty-second day of October in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Samuel H. Walls, the above named Grantor and he did acknowledge the foregoing DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

*Original handed & mailed to Samuel H. Walls
Smyrna, Del.
Nov. 16, 1945.*

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber ASG 12, folio 198, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th day of June 1988.

Marguerite W. Markin
MARGUERITE W. MARKIN, Clerk of
Circuit Court for Queen Anne's County

CHAIN OF TITLE

1. George C. Moore
3/19/07-o/a 1/12/32
acquired by deed from Queen Anne Land and Improvement Co. of
Talbot County Land Record SS 3 folio 7
all that land devised to Sarah J. Barton by her deceased
father, Jacob Morgan, save and except that land Sold by
Sarah J. Barton and by the Grantor
2. George C. Moore and Naomi H. Moore
o/a 1/12/32-7/22/42
acquired through inheritance and under Item IV of the Last
Will and Testament of George C. Moore Will REcord WTB
3 folio 557
Barton Farm
3. Eli Harris and Anna Pritchett (joint tenants)
7/22/42-10/20/45
Acquired by deed from George C. Moore and Naomi H. Moore
ASG Jr. 6 folio 414
Same description as deed to Kennedy
Note: Eli Harris died before the next deed in the chain
4. Frances Mattox
Anna Pritchett reserved a life estate
10/20/45- ?
acquired by deed from Anna Pritchett, single ASG Jr. 12
folio 198
same description as deed to Kennedy

5. Clarence Noble Kennedy
7/21/58-present
acquired by deed from Enoch Pritchett, Naomi P. Saulsbury,
and William Saulsbury; deed recites that both Frances
Mattox and Anna Pritchett deceased, and Enoch Pritchett
and Naomi P. Saulsbury are surviving children of Anna
Pritchett
see deed copy

PLAINTIFF'S
EXHIBIT
#3
6-15-88

CLARENCE NOBLE KENNEDY : IN THE CIRCUIT COURT
Plaintiff

vs.

FRANCES MATTOX : FOR QUEEN ANNE'S COUNTY

and

ALL THE UNKNOWN HEIRS,
DEVISEES, PERSONAL
REPRESENTATIVES, AND ASSIGNS
OF FRANCES MATTOX

Defendants : CIVIL NO. 88-01233

JUDGMENT

Upon consideration of the pleadings and the evidence presented to this Court at a hearing on June 15, 1988, it is this 15th day of June, 1988, by the Circuit Court for Queen Anne's County,

ADJUDGED, ORDERED, AND DECREED, as follows:

1. Plaintiff has the absolute ownership and possession of the following described property:

All that piece or parcel of land, being part of the "Barton Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on the southern side of the Pennsylvania Railroad Company's right-of-way, bounded on the north by said Pennsylvania Railroad Company's right-of-way and on the east, west, and south by the lands formerly of George C. Moore, the lot hereby beginning for the same at a sycamore tree located on the southern line of said Railroad right-of-way and running thence in a southerly direction a distance of TWO HUNDRED (200) FEET to a stone, thence in a westerly direction a distance of ONE HUNDRED AND FIFTY (150) FEET to a stone, thence in a northerly direction a distance of ONE HUNDRED AND FIFTY (150) FEET to the aforesaid railroad right-of-way, and thence with the southerly line of said railroad right-of-way a distance of ONE HUNDRED AND FIFTY (150) FEET to the place of beginning. SAVE AND EXCEPT that land described in the following two deeds: (1) deed from Annie Pritchett and Frances Mattox to the State of Maryland to the use of the State Roads Commission of Maryland dated April 4, 1949, and recorded among the Land Records for Queen Anne's County at Liber N.B.W. No. 3 folio 78, (2) deed from Anna Pritchett to the State of Maryland to the use of the State Roads Commission of Maryland dated May 11, 1949, and recorded among the Land Records for Queen Anne's County at Liber N.B.W. No. 3 folio 387.

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21546

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QUEEN ANNE'S COUNTY

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2. Defendants are hereby enjoined from asserting any claims they may have against said property by any action at law or otherwise.

3. Plaintiff shall pay the costs of these proceedings.

Clayton C. Carter
J U D G E

WALTER B. PALMER III
ATTORNEY AT LAW
MARKET STREET
DENTON, MARYLAND 21828

JOHN W. ARMIGER, JR., ET AL

Plaintiffs

v.

WALTER ELWOOD THOMPSON, ET AL

Defendants

* IN THE

* CIRCUIT COURT

* FOR

* QUEEN ANNE'S COUNTY

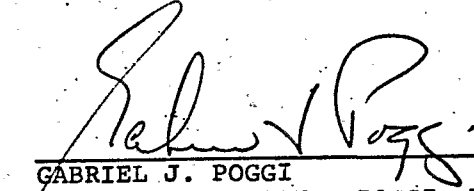
* CASE NO. 88-01251

* * * * *

LINE

DEAR MADAME CLERK:

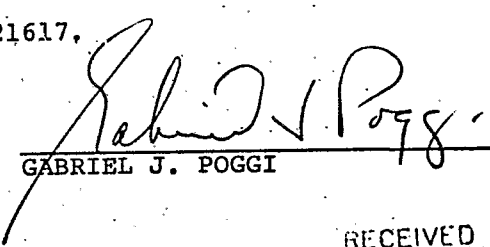
Please only record the Judgment of the Circuit Court for Queen Anne's County in the above captioned matter dated July 12, 1988 and no other pleadings.



 GABRIEL J. POGGI
 REED, REED, KELLY & POGGI, P.A.
 7 Central Avenue
 Glen Burnie, MD 21061
 768-1313
 Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, That on this 13th day of July, 1988, a copy of the foregoing Line was mailed to James E. Thompson, Jr., Esquire, Thompson and Thompson, 118 North Commerce Street, Centreville, MD, 21617; and David Weston Gregory, Esquire, Downes and Gregory, 115 Lawyers Row, Centreville, MD, 21617.



 GABRIEL J. POGGI

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JOHN W. ARMIGER, JR., ET AL	*	IN THE
Plaintiffs	*	CIRCUIT COURT
V.	*	FOR
WALTER ELWOOD THOMPSON, ET AL	*	QUEEN ANNE'S COUNTY
Defendants	*	CASE NO. 88-01251
* * * * *	*	* * * * *

JUDGMENT

Testimony having been taken in the above captioned case on June 27, 1988, before a Standing Examiner of this Court; the Court having examined the evidence, both oral and documentary, it is hereby ORDERED this 12th day of July, 1988, by the Circuit Court for Queen Anne's County, as follows:

1. John W. Armiger, Jr., Helen A. Thrash, Katherine A. Kotcher and Sidney W. Armiger own in fee simple and are entitled to the quiet and peaceful possession of the real property situated in Queen Anne's County, Maryland, known as Parcels 24 and 84, and at one time known generally as Kent Abbey Memorial Park, subject to the equitable interest of Queen Anne Memorial Gardens, Inc., a Maryland Corporation and Substituted Plaintiff herein, pursuant to a certain Contract of Sale dated April 15, 1987 between Plaintiffs Armiger and Thom Builders, Inc., Thom having assigned all right, title and interest which it had to said Contract to Queen Anne Memorial Gardens, Inc., on April 28, 1988, and further subject to rights of sepulture of Lee L. Dye as Personal Representative of the Estate of Charles T. Dye and as Trustee of the trust created by his Last Will and Testament in Lot No. 102, Spaces 2, 3 and 4, Garden of Devotion, as shown on the

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plat or plats of the Kent Abbey Memorial Gardens, and further subject to rights of sepulture of Walter Elwood Thompson and Margaret Lee Thompson, in Lot No. 223 A, spaces 1, 2, 3 and 4, in the Garden of Devotion as shown on the plat or plats of the Kent Abbey Memorial Gardens.

2. All other Defendants claims to said property are without any right whatever, and all other Defendants have no estate, right, title, lien or interest in or to said property or any part thereof.

3. Plaintiffs shall pay the costs of these proceedings.

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QUEEN ANNE'S COUNTY

Clayton C. Parley
JUDGE

LAW OFFICES
FOSTER & BRADEN
MORGAN BUILDING
SHOPPING CENTER ROAD
P. O. BOX 367
STEVENSVILLE, MARYLAND 21666

MICHAEL R. FOSTER
J. DONALD BRADEN

TELEPHONES
(301) 643-4000
(301) 758-2828

August 9, 1988

Mrs. Betty M. Comegys
Chief Deputy Clerk
Circuit Court for Queen Anne's County
Court House
Centreville, Maryland, 21617

Re: Arthur R. Brown v. William Green, et al
Civil No. 88-01240

Dear Betty:

Please record the following in the Extenso Records:

1. Amended Complaint 19
2. Order of Default 2
3. Judgment 3
4. Plat 8
5. Releases 10 } Exhibits

Thank you. ^{this} 1

Very truly yours,

J. Donald Braden
J. Donald Braden

JDB/cwd

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1988 AUG 10 AM 10:28
QUEEN ANNE'S COUNTY

ARTHUR R. BROWN, Individually
and as Personal Representative of
the Estate of Lillian R. Sockum

Plaintiff

vs.

WILLIAM GREEN

DEWREATHE FRANCIS, Individually
and as Administratrix
D.B.N.C.T.A. of the Estate
of Nettie Black

RICHARD FRANCIS, Executor of
the Estate of Elsie Furness

WILLIAM PADGETT, JR.

GREGORY WASHINGTON

AUDREY MCCALL

EDNA GEE

ANNA FORD

MINNIE TILDON

UNKNOWN HEIRS, "INTESTATE
HEIRS", DEVISEES OR PERSONAL
REPRESENTATIVES OF

- ✓ ARTHUR ROCHESTER,
- ✓ MARY REBECCA ROCHESTER
- SARAH PADGETT, DAISY GREEN,
- WILLIAM PADGETT, LOIS PADGETT
- LAURA BURKE, ISABELLA ROCHESTER,
- MARY ANNA SLOANE,
- WILLIAM HOWARD SLOANE,
- FRANCES WASHINGTON,
- SAMUEL ROCHESTER,
- MARGARET ROCHESTER, MARY WESLEY,
- REBECCA WESLEY, JOSEPH WESLEY,
- MARGARET BAILEY, PETE BAILEY and
- STERLING ROCHESTER

* IN THE
*
* CIRCUIT COURT
*
* FOR
*
* QUEEN ANNE'S COUNTY
*
* MARYLAND
*
* CIVIL ACTION NO. 88-01240

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QUEEN ANNE'S COUNTY

ANYONE OWNING OR CLAIMING TO OWN AN INTEREST IN THE ROCHESTER FARM CONTAINING 224 ACRES LOCATED NORTHEAST OF INGLESIDE, FRONTING ON INGLESIDE AND MERRICK CORNER ROAD, QUEEN ANNE'S COUNTY, MARYLAND

*
*
*
*

Defendants

* * * * *

AMENDED COMPLAINT FOR DECLARATORY AND FURTHER RELIEF

Arthur R. Brown, Individually and as Personal Representative of the Estate of Lillian R. Sockum, represents unto this Honorable Court as follows:

COUNT ONE

1. Lillian R. Sockum died on the 15th day of April, 1982, domiciled in and a resident of Dover, Delaware. Her Estate was administered in the Register for the Probate of Wills and Granting Letters of Administration for Kent County, Delaware, and Arthur R. Brown was appointed Executor of her Estate.

2. Lillian R. Sockum owned a number of parcels of real estate in Queen Anne's County, Maryland, and as required by Maryland Law, an ancillary administration was conducted for the real estate located in Maryland before the Register of Wills for Queen Anne's County under Case No. 5114 and all taxes due as a result of her death have been paid.

3. Lillian Rochester Sockum executed a Last Will and Testament dated July 14, 1978, which Will was probated in the above court of Kent County, Delaware, and is attached hereto as Exhibit A.

4. Item XII of the Last Will and Testament provides that the Rochester farm is devised unto Arthur R. Brown with a charge which required he pay one-eighth (1/8) of the value of said farm to the "intestate heirs" of Sarah Padgett, Laura Burke, Samuel Rochester and Mary Wesley, who were the sisters and brother of Lillian R. Sockum.

5. The Rochester farm consists of approximately 224.136 acres and is located at the junction formed by Merrick Corner Road, Ingleside Road, and Kane Road in the First Election District of Queen Anne's County, Maryland, and is designated as Parcel No. 3, on Sectional Tax Map No. 32.

6. Sarah Padgett died in approximately 1952, a resident of Chester, Pennsylvania. No information is known to exist with regard to an estate for her or the existence of a will. Her husband, William Padgett, predeceased her. Sarah Padgett had four (4) children, Daisy Green, Nettie Black, William Padgett and Elsie Furness.

7. Daisy Green died in approximately 1944, a resident of Chester, Pennsylvania. No information is known to exist with regard to an estate for her or the existence of a will. Her

husband, Robert Green, predeceased her. Daisy Green had two (2) children, William Green and DeWreathe Francis.

8. Nettie Black died in approximately 1977, a resident of Chester, Pennsylvania. An estate for Nettie Black is still open in Delaware County, Pennsylvania, and DeWreathe Green Francis is the Administratrix, D.B.N.C.T.A. of the Estate of Nettie Black.

9. William Padgett died in approximately 1974, a resident of Chester, Pennsylvania. No information is known to exist with regard to an estate for him or the existence of a will. His wife, Lois Padgett, died in 1977, prior to the death of Lillian Rochester Sockum. No information is known to exist with regard to an estate for her or the existence of a will. William Padgett had one (1) child, William Padgett, Jr.

10. Elsie Furness died in 1980, a resident of Chester, Pennsylvania. An estate for Elsie Furness is still open in Delaware County, Pennsylvania, and Richard Francis is the Executor of her Estate.

11. Laura Burke died in approximately 1943, a resident of Philadelphia, Pennsylvania. No information is known to exist with regard to an estate for her or the existence of a will. Her husband, Thomas Burke, predeceased her. Laura Burke had three (3) children, namely, Isabella Rochester, Mary Anna Slone and Margaret Bailey.

12. Isabella Rochester died in 1978, a resident of Atlantic City, New Jersey. No information is known to exist with regard to an estate for her or the existence of a will. She had never married, nor did she ever have any children.

13. Mary Anna Slone died in 1945, a resident of Philadelphia, Pennsylvania. No information is known to exist with regard to an estate for her or the existence of a will. Her husband, Elmer Slone, predeceased her. Mary Anna Slone had two (2) children, namely, William Howard Slone and Francis Washington.

14. William Howard Slone predeceased Mary Anna Slone, was never married, and never had any children. No information is known to exist with regard to an estate for him or the existence of a will.

15. Frances Washington died in 1977, a resident of Philadelphia, Pennsylvania. No information is known to exist with regard to an estate for her or the existence of a will. Her common law husband, Allie Harris, predeceased her. Frances Washington had two (2) children, namely, Gregory Washington and Audrey McCall.

16. Margaret Bailey died in approximately 1976. No information is known to exist with regard to an estate for her or the existence of a will. She was survived by her husband, Pete Bailey, who died in 1979, a resident of New York, New York.

Margaret Bailey never had any children. No information is known to exist with regard to an estate for Pete Bailey or the existence of a will.

17. Samuel Rochester died in 1936, a resident of Philadelphia, Pennsylvania. No information is known to exist with regard to an estate for him or the existence of a will. His wife, Margaret Rochester, survived him and died in 1951, a resident of Philadelphia, Pennsylvania. No information is known to exist with regard to her estate or the existence of a will. She had one (1) child outside of and prior to her marriage to Samuel Rochester, namely, Edna Gee of Philadelphia, Pennsylvania.

18. Samuel Rochester had two (2) children, namely, Anna Ford and Sterling Rochester. Sterling Rochester died on December 25, 1987, a resident of Philadelphia, Pennsylvania, and his only known heir was Anna Ford.

19. Mary Wesley died in approximately 1925, a resident of Chester, Pennsylvania. No information is known to exist with regard to an estate for her or the existence of a will. Her husband, George Wesley, predeceased her. Mary Wesley had three (3) children, namely, Rebecca Wesley, Minnie Tildon and Joseph Wesley.

20. Rebecca Wesley and Joseph Wesley died without ever having married, or having any children. No information is known to exist with regard to an estate for them or the existence of a

will.

21. Lillian Rochester Sockum acquired the farm in question under the Will of Henry Douglas Rochester, which was probated in the Orphans' Court for Queen Anne's County, Maryland, as Estate No. 3213.

22. Henry Douglas Rochester acquired the farm by deed dated November 13, 1948, recorded among the Land Records of Queen Anne's County, Maryland, in Liber N.B.W. No. 2, folio 33, a copy of which is attached hereto as Exhibit B..

23. The deed to Henry Douglas Rochester indicates that those persons signing the deed are the surviving children or representatives of deceased children of Arthur and Mary Rebecca Rochester.

24. Mary Rebecca Rochester apparently acquired title to the subject farm by deed dated July 27, 1933, recorded aforesaid in Liber B.H.T. No. 16, folio 355, a copy thereof is attached hereto as Exhibit C.

25. It is not clear from either of these deeds how the persons signing the deeds acquired title to the premises described in the respective deeds, however, the records of the Orphan's Court for Queen Anne's lead one to believe that the property in question was willed and deeded to Arthur Rochester, and it passed upon death to his wife and children, and then upon the death of his wife, to their children.

26. A review of the land and will records of Queen's Anne's County indicates that Arthur Rochester acquired title to the farm in question by will from his father, dated September 7, 1875, and recorded in Will Record W.A.J. 1, 150, and deed from James A. O. Tucker, Administrator, et al., recorded aforesaid in Liber W.F.W. No. 1, folio 473.

27. The language in the Will of Arthur Rochester to his son, Arthur Rochester, is not absolutely clear as to the conveyance of the farm in question, and a copy thereof is attached hereto as Exhibit D.

28. Lillian R. Sockum and her estate have been in actual possession and/or constructive possession of the premises in question, either under color of title or claim of right for the statutory period, and no proceeding at law or in equity is pending to enforce or test the validity of the title.

29. In order to correct any cloud that may exist on the title, the Unknown Heirs, Devisees or Personal Representatives of Arthur and Mary Rebecca Rochester have been made party defendants herein.

30. Because of the uncertainty of the amounts and beneficiaries under the Will of Lillian Sockum and the possible cloud on the title to the premises, Arthur R. Brown does not want to accept title to the premises or pay any monies due under the charge until he can be assured of clear title and that the monies

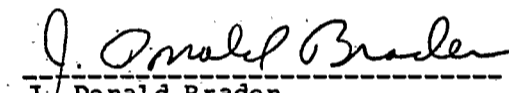
payable are reasonable in view of the value of the farm, and therefore the remaining Defendants have made parties hereto.

WHEREFORE, the Plaintiff requests that the Court grant the following relief:

A. Render a construction of the rights, status and other legal relations of the parties hereto under the Last Will and Testament of Lillian Rochester Sockum, in accordance with Title 3, subtitle 4, Courts Article, Annotated Code of Maryland.

B. Further, upon payments to the persons and in the amounts prescribed by this Court, declare that Arthur R. Brown is the absolute owner of the real estate in question without any cloud thereon, and enjoin all party Defendants from asserting any claim against the subject premises at law, under the will or otherwise.

C. Grant such other and further relief as the nature of the matter may require.



J. Donald Braden
Foster & Braden
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141
Attorney for Plaintiff

.....
#27,266. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on this Twentieth day of December, in the year nineteen hundred and forty eight, the following Deed was brought to be recorded, to wit:-

One-Five Dollar and One-Fifty Cent Int.
Rev. Stamps. Endorsed JPS.

One-Five Dollar Fifty Cent Recordation
Tax Stamp. Endorsed JPS. 12/20/48.

THIS DEED, made this 13th day of November, in the year nineteen hundred and forty eight by and between Lillian R. Sockum, widow, Minnie R. Brown and John S. Brown, her husband, Sarah F. Padgett, widow, Minnie V. Tilden and William Tilden, her husband, Isabel Rochester, single woman, Margaret Bailey and Peter Bailey, her husband, Margaret Rochester, widow, Anna Ford and William Ford, her husband, Sterling Rochester, single man, Clifton Rochester and Bertha Rochester, his wife, Emma Mays and John Mays, her husband, Frederick Rochester, and Ruth Rochester, his wife, Lillian Jefferson and Robert Jefferson, her husband, Roland Rochester, widower, and Francis Harrison and Alday Harrison, her husband, parties of the first part, Grantors, and Henry Douglas Rochester, party of the second part, Grantee.

WITNESSETH: That in consideration of the sum of One Dollar, the said parties of the first part do hereby grant unto the said party of the second part, the said Henry Douglas Rochester, his heirs and assigns, in fee simple, the following described real estate, to wit:

PARCEL NUMBER ONE:

All that farm or tract of land known as "Marsh Land" or by whatever name or name the same may be called or known on the North side of the Public road leading from Ingleeide to Cain's Crose Road, adjoining on the East the property formerly owned by Joseph Metcalfe and a part of the property hereinafter described as Parcel No. 2, containing seventy three acres, three roods and eleven perches of land, more or less, and being the same land conveyed to Arthur Rochester by Abraham Rochester and Rachel Rochester, his wife, by Deed dated January 12., 1860, and recorded in Liber M. B. No. 1, a land record book for Queen Anne's County, folio 258, and devised to Arthur Rochester by Arthur Rochester by his last Will and Testament dated September 7th., 1875.

PARCEL NUMBER TWO:

ALL that farm or tract of land known as Holly Oak on both sides of the public road leading from Ingleeide to Templeville, adjoining the land of the late Charles Merrick known as the Thomae Farm, containing one hundred and twenty nine acres, one rood and five perches of land, more or less, and being the same property which was conveyed unto Arthur Rochester by James A. O. Tucker, administrator c. t. a. of Martha L. Hill, and James A. O. Tucker, administrator d. b. n., c. t. a., of Elizabeth M. Hill, by deed dated June 18th, 1912, and recorded in Liber W. F. W. No. 1, a land record book for Queen Anne's County, folio 473.

BEING the same two parcels of land conveyed by Sarah Padgett and others to Mary Rebecca Rochester dated July 27, 1933, recorded in Liber B. H. T. No. 16, folio 355.

PARCEL NUMBER THREE:

ALL that tract or parcel of land situate, lying and being in the Second Election District of Queen Anne's County aforesaid, near Church Hill contained within the following metes and bounds:

BEGINNING at the corner of the lot belonging or formerly belonging to William Hurlock (heirs of the late William Meredith) thence with the line of the land formerly belonging to Dr. Washington Finley one hundred and eleven yards, about northwest, to the boundary line between the land formerly belonging to Dr. Washington Finley and the Harris Land, thence about north east four hundred and eight yards to the branch or boundary between the James W. Meredith land and the Nat Harris land, thence fifty three yards with the branch, south east, to where the Harris land joins the James W. Meredith land, thence south west along the land belonging to, or formerly belonging to, James W. Meredith and William Hurlock to the place of beginning, about four hundred yards, supposed to contain about five acres

Original Examined & delivered to John Robert Smith Jan. 16, 1948

iel Harris and Lydia Herris, his wife, Albert Hinson and Elizebeth Hinson, his wife, by Deed dated the fifteenth day of February, eighteen hundred and seventy nine, and recorded in Liber J. W. No. 9, fol. 247, a land record Book for Queen Anne's County aforesaid, AND BEING the same property conveyed to Arthur Rochester from Samuel and Rachel Herris, by e Deed dated February 23rd, 1914, and recorded in Liber W. F. W. No. 6, folio 536, a land record book of Queen Anne's County aforesaid.

PARCEL NUMBER FOUR:

ALL thet lot or parcel of land situate on the west side of the public road leading from Church Hill to I. B. end adjoining the lands of Dr. Washington Finley, Williem Hurlock, and the ferm known as the "George Spry Ferm", of which this lot of land was originally e pert, and more perticularly described end located as follows:

BEGINNING at a stone planted in the ground at the southwest corner of this lot or parcel of land, and which stone is a corner for lands of Williem Hurlock, and also on the dividing line between the lands of Dr. Washington Finley, Williem Hurlock end this lot of lend, and runs from seid stone in a northerly direction by end with the lands of Dr. Washington Finley a distance of six hundred feet to a stone planted in the ground et e small red oak tree, and from thence in a southwesterly direction a distince of five hundred end ninety two feet to e stone planted in the ground on the north side of the eforesaid public road, which is a corner for this lot of lend end the lands of William Hurlock, and runs from thence e westerly direction e distance of one hundred and fifty three feet to the place of beginning.

BEING the same property conveyed by Samuel end Rachel Harris to Clara Harrison, by Deed doted June 13, 1910, and recorded in Liber S. S. No. 8, folio 135, a lend record book of Queen Anne's County; and being the same property in which Mery Rebecca Rochester held adverse possession since the year 1923.

The interest of Waymen Rochester, one of the children of Arthur Rochester died leaving an one-twelfth interest in said property which descended unto him from his fether Arthur Rochester end descended unto his heirs upon the death of the seid Mary Rebecce Rochester; Mery Rebecce Rochester purchased the interest of Wayman Rochester identified as Parcel Number One and Parcel Number Two of this Deed on April 24, 1924 by sale made by Madison Brown, Trustee.

(NOTE:- Henry Douglas Rochester, Serah F. Padgett, Minnie R. Brown and Lillian R. Sockum ere the surviving children of Arthur Rochester and Mary Rebecce Rochester. Waymen Rochester, e son of Arthur end Mery Rebecca Rochester, died leaving as his only heirs et law: Ide Rochester, e widow, who is now deed, end Clifton Rochester, Emme Meys, Frederick Rochester, Rolend Rochester end Lillian Jefferson as his only children end heirs at law. one child, namely Minnie V. Tilden. Laura Burke, a daughter of Arthur and Mary Rebecca Rochester Mery E. Wesley, a daughter of Arthur and Mery Rebecca Rochester died leaving/Isabel Rochester, Margaret Beiley end Mary Sloen as her only heirs et law; Mary Sloen died leaving as her only heir at law, Frances Harrison. Samuel J. Rochester, a son of Arthur and Mery Rebecce Rochester died leaving as his only heirs at law, Margeret Rochester, his widow end Anne Ford end Sterling Rochester, his two children.)

TOGETHER with the buildings end improvements thereon erected, made or being, and all end every the rights, roads, and/or alleys, weys, waters, privileges, appurtenances and edvantagees to the same belonging, or in enywise appertaining.

TO HAVE AND TO HOLD the lend and premises, above described end mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances end advantagees thereto belonging or appertaining, unto and to the proper use end benefit of the said Henry Douglas Rochester, his heirs and assigns in fee simple, forever.

AND the seid Grentors hereby covansnt that they have not done or suffered to be done eny act, matter or thing whatsoever to encumber the property hereby conveyed; that they will werrent specially the property granted and conveyed; end that they will execute such further assurancees of the same as may be requisite.

TEST: <u>JOHN PALMER SMITH</u>	as to	<u>LILLIAN R. SOCKUM</u> (SEAL) LILLIAN R. SOCKUM
TEST: <u>JOHN PALMER SMITH</u>	as to	<u>MINNIE R. BROWN</u> (SEAL) MINNIE R. BROWN
TEST: <u>JOHN PALMER SMITH</u>	AS TO	<u>JOHN S. BROWN</u> (SEAL) JOHN S. BROWN
TEST: <u>CASPER H. GREEN</u>	as to	<u>SARAH F. PADGETT</u> (SEAL) SARAH F. PADGETT
TEST: <u>CASPER H. GREEN</u>	AS TO	<u>MINNIE V. TILDEN</u> (SEAL) MINNIE V. TILDEN
TEST: <u>CASPER H. GREEN</u>	AS TO	<u>WILLIAM TILDEN</u> (SEAL) WILLIAM TILDEN
TEST: <u>JOHN E. HALL</u>	AS TO	<u>MARGARET BAILEY</u> (SEAL) MARGARET BAILEY
TEST: <u>JOHN E. HALL</u>	AS TO	<u>PETER BAILEY</u> (SEAL) PETER BAILEY
TEST: <u>CORINNE SMALLWOOD</u>	AS TO	<u>MARGARET ROCHESTER</u> (SEAL) MARGARET ROCHESTER
TEST: <u>CORINNE SMALLWOOD</u>	AS TO	<u>ANNA FORD</u> (SEAL) ANNA FORD
TEST: <u>CORINNE SMALLWOOD</u>	AS TO	<u>WILLIAM FORD</u> (SEAL) WILLIAM FORD
TEST: <u>CORINNE SMALLWOOD</u>	AS TO	<u>STERLING ROCHESTER</u> (SEAL) STERLING ROCHESTER
TEST: <u>CASPER H. GREEN</u>	AS TO	<u>CLIFTON ROCHESTER</u> (SEAL) CLIFTON ROCHESTER
TEST: <u>CASPER H. GREEN</u>	es to	<u>BERTHA ROCHESTER</u> (SEAL) BERTHA HOCHESTER
TEST: <u>FRANCES VICKERS</u>	AS TO	<u>EMMA V. MAYS</u> (SEAL) EMMA MAYS
TEST: <u>FRANCES VICKERS</u>	AS TO	<u>JOHN W. MAYS</u> (SEAL) JOHN MAYS
TEST: <u>CASPER H. GREEN</u>	AS TO	<u>FREDERICK ROCHESTER</u> (SEAL) FREDERICK ROCHESTER
TEST: <u>CASPER H. GREEN</u>	AS TO	<u>RUTH ROCHESTER</u> (SEAL) RUTH ROCHESTER
TEST: <u>PAUL B. SMITH</u>	AS TO	<u>LILLIAN JEFFERSON</u> (SEAL) LILLIAN JEFFERSON
TEST: <u>PAUL B. SMITH</u>	AS TO	<u>ROBERT JEFFERSON</u> (SEAL) ROBERT JEFFERSON
TEST: <u>PAUL B. SMITH</u>	AS TO	<u>ROLAND ROCHESTER</u> (SEAL) ROLAND ROCHESTER
TEST: <u>JOHN E. HALL</u>	AS TO	<u>FRANCES HARRISON</u> (SEAL) FRANCES HARRISON
TEST: <u>JOHN E. HALL</u>	AS TO	<u>ALDAY HARRISON</u> (SEAL) ALDAY HARRISON
TEST: <u>JOSEPH L. FARRELL</u>	as to	<u>ISABEL ROCHESTER</u> (SEAL) ISABEL ROCHESTER

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY THAT on this elaventh day of December in the year nine-
teen hundred end forty eight, before me, the subscriber e Notary Public of the State of Mary-
land in and for Queen Anne's County aforasaid, personally appeared Lillian R. Sockum, widow,
Minnie R. Brown and John S. Brown, her husband, end they did each acknowledge the eforegoing
Deed to be their respective ect.

Witness my hand and Notarial Seal the day and year above written:

Notary
Public
Seal.

PAUL B. SMITH NOTARY PUBLIC
My Commission Expires May 2, 1949

STATE OF PENNSYLVANIA, COUNTY OF Del. to wit:

I HEREBY CERTIFY that on this 13th day of Nov. in the year nineteen
hundred and forty eight, before me, the eubscribar, a Notary Public of the State of Penn-
sylvania in and for the County of Delaware aforasaid, personally appeered Serah F. Padgett,
widow, and she did acknowledge the aforegoing Deed to be her act.

WITNESS MY HAND AND NOTARIAL SEAL:

CASPER H. GREEN
My Commission Expires
Dec. 31st, 1951

Notary
Public
Seal.

STATE OF PENNSYLVANIA, COUNTY OF Delaware to wit:

I HEREBY CERTIFY that on this 13th day of Nov. in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Del County aforesaid, personally appeared Minnie V. Tilden and William Tilden, her husband and did each acknowledge the foregoing Deed to be their respective act.

WITNESS MY HAND AND NOTARIAL SEAL:

CASPER H. GREEN NOTARY PUBLIC
My Commission Expires
Dec. 31st, 1951

Notary
Public
Seal.

STATE OF Pennsylvania Philadelphia County, to wit:

I HEREBY CERTIFY THAT at this 20th day of November in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Philadelphia County aforesaid, personally appeared Isebel Rochester, single woman, and she did acknowledge the foregoing Deed to be her act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal
Notarial the day and year above written.

JOSEPH L. FARRELL NOTARY PUBLIC

NOTARY PUBLIC
710 SO. 20th STREET

Commission Expires April 2, 1949

Notary
Public
Seal.

STATE OF NEW JERSEY, Atlantic COUNTY, to wit:

I HEREBY CERTIFY THAT on this 23 day of Nov. in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of New Jersey in and for Atlantic county aforesaid, personally appeared Margaret Bailey and Peter Bailey, her husband, and they did each acknowledge the foregoing DEED to be their respective act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal
Notarial the day and year above written.

JOHN E. HALL NOTARY PUBLIC

Commission expires March. 14-1950

Notary
Public
Seal.

STATE OF PENNSYLVANIA, PHILADELPHIA COUNTY, to wit:

I HEREBY CERTIFY that on this 19 day of November in the year nineteen hundred and forty eight before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Philadelphia COUNTY aforesaid, personally appeared Margeret Rochester, widow, Anna Ford and William Ford, her husband and Sterling Rochester, single man, and they did each acknowledge the foregoing Deed to be their respective act.

WITNESS MY HAND AND NOTARIAL SEAL:

CORINNE SMALLWOOD NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires Jan. 2, 1949

Notary
Public
Seal.

STATE OF PENNSYLVANIA, Del. Co, TO WIT:

I HEREBY CERTIFY THAT on this 13th day of Nov. in the year nineteen hundred and forty eight before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Delaware County aforesaid, personally appeared Clifton Rochester and Berthe Rochester, his wife, and they did each acknowledge the foregoing DEED to be their respective act.

WITNESS MY HAND AND NOTARIAL SEAL:

FRANCES VICKERS NOTARY PUBLIC

My Commission Expires
Dec. 31st, 1951

Notary
Public
Seal.

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY that on this 7 day of December in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Emma Mays and John Mays, her husband, and they did each acknowledge the foregoing DEED to be their respective act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

FRANCES VICKERS NOTARY PUBLIC

Notary
Public
Seal.

STATE OF PENNSYLVANIA, Delaware County, to wit:

I HEREBY CERTIFY that on this 13th day of Nov. in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Delaware County aforesaid, personally appeared Frederick Rochester and Ruth Rochester, his wife, and they did each acknowledge the foregoing DEED to be their respective act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

CASPER H. GREEN NOTARY PUBLIC

My Commission Expires
Dec. 31st, 1951

Notary
Public
Seal.

STATE OF MARYLAND QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY THAT on this fourth day of December, in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Lillian Jefferson and Robert Jefferson, her husband, and they did each acknowledge the foregoing DEED to be their respective act.

WITNESS MY HAND AND NOTARIAL SEAL:

Notary
Public
Seal.

PAUL B. SMITH NOTARY PUBLIC

My Commission Expires May 2, 1949

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 4th day of December in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Roland Rochester, widower, and he did acknowledge the foregoing DEED to be his act.

WITNESS MY HAND AND NOTARIAL SEAL:

Notary
Public
Seal.

PAUL B. SMITH NOTARY PUBLIC

My Commission Expires May 2, 1949

STATE OF NEW JERSEY, ATLANTIC COUNTY, to wit:

I HEREBY CERTIFY that on this 23 day of Nov. in the year nineteen hundred and forty eight, before me, the subscriber, a Notary Public of the State of New Jersey in and for Atlantic County aforesaid, personally appeared Frances Harrison and Alday Harrison, her husband, and each acknowledged the foregoing Deed to be their respective act.

WITNESS MY HAND AND NOTARIAL SEAL:

JOHN E. HALL

My Commission expires March 14-1950
NOTARY PUBLIC

Notary
Public
Seal.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fourteenth day of August, in the year nineteen hundred and thirty three, the following Deed was brought to be recorded, to wit:-

TRIS DEED, made this 27th. day of July, in the year nineteen hundred and thirty three, by Sarah Paget nee Rochester, of Chester, Pa., widow, Laura V. Burke nee Rochester, of Queen Anne's County, State of Maryland, Joseph Wesley, single man, Minnie V. Tildon and William Tildon, her husband, of Brooklyn, N. Y., Ida Rochester, of Queen Anne's County, Maryland, widow of Wayman Rochester, Clifton Rochester and Bertha Rochester, his wife, Emma Mays and John Mays, her husband, Frederick Rochester and Rosa T. Rochester, his wife, Roland Rochester and May Rochester, his wife, and Lillian Rochester, single woman, children of Wayman, a deceased son of Arthur, deceased, and their husbands and wives; Samuel Rochester and Margaret Rochester, his wife, Minnie A. Brown and John H. Brown, her husband, H. Douglas Rochester, single man, Lillian R. Sockom and William Sockom, of Dover, Delaware.

WITNESSETH: That for and in consideration of one dollar and other good and valuable consideration, the full payment thereof being hereby acknowledged, the said Sarah Paget, Laura V. Burke, Joseph Wesley, Minnie V. Tildon and William Tildon, her husband, Ida Rochester, Clifton Rochester and Bertha Rochester, his wife, Emma Mays and John Mays, her husband, Frederick Rochester and Rosa T. Rochester, his wife, Roland Rochester and May Rochester, his wife, Lillian Rochester, Samuel Rochester and Margaret Rochester, his wife, Minnie H. Brown and John H. Brown, her husband, H. Douglas Rochester, and Lillian R. Sockom and William Sockom, her husband, do hereby grant and convey unto Mary Rebecca Rochester, of Queen Anne's County, State of Maryland, her heirs and assigns, in fee simple,

all those two parcels of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit:

Parcel No. 1. All that farm or tract of land known as "Marsh Land" or by whatsoever name or name the same may be called or known on the North side of the Public road leading from Ingleside to Cain's Cross Roads, adjoining on the East the property formerly owned by Joseph Metcalfe and a part of the property hereinafter described as parcel No. 2, containing seventy three acres, three roods and eleven perches of land, more or less, and being the same land conveyed to Arthur Rochester by Abraham Rochester and Rachel Rochester, his wife, by deed dated January 12th., 1860, and recorded in liber M. B. No. 1, a land record book for Queen Anne's County, folio 258, and devised to Arthur Rochester by Arthur Rochester by his last will and testament dated September 7th., 1875.

Parcel No. 2. All that farm or tract of land known as Holly Oak on both sides of the public road leading from Ingleside to Templeville, adjoining the land of the late Charles Merrick known as the Thomas Farm, containing one hundred and twenty nine acres, one rood and five perches of land, more or less, and being the same property which was conveyed unto Arthur Rochester by James A. O. Tucker, administrator c. t. a. of Martha L. Hill, and James A. O. Tucker, administrator d. b. n., o. t. a., of Elizabeth M. Hill by deed dated June 15th., 1912, and recorded in liber W. F. W. No. 1, a land record book for Queen Anne's County, folio 473, to which said deeds and the references therein contained reference is hereby expressly made for a more full and particular description of the two parcels of land hereby conveyed.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

AND the said Sarah Paget, Laura V. Burke, Joseph Wesley, Minnie V. Tildon, Ida Rochester, Clifton Rochester, Emma Mays, Frederick Rochester, Roland Rochester, Lillian Rochester, Samuel Rochester, Minnie H. Brown, H. Douglas Rochester and Lillian R. Sockom covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

Witness our hands and seals.

Exhibit C

Original Claim'd and admitted to John P. ... 10/7/48

Witness as to Laura V. Burke, Ida Rochester, Roland Rochester, May Rochester, Minnie A. Brown, John H. Brown and H. Douglas Rochester:

J. WILBUR STAFFORD

Witness as to Sarah Padget, Clifton Rochester, Bertha Rochester and Lillian Rochester:

E. COURTLANDT WRIGHT

Witness as to Minnie V. Tildon and William Tildon:

ARTHUR F. THOMAS

Witness as to Joseph Wesley, Samuel Rochester and Margaret Rochester:

E. COURTLANDT WRIGHT

Witness as to Emma Mays and John Mays, her husband:

LAWRENCE P. STRONG

Witness as to Frederick Rochester and Rosa T. Rochester, his wife, and Lillian R. Sockom and William Sockom, her husband:

CALVIN CLARK

- SARAH F. PADGETT (SEAL)
- LAURA V. BURKE (SEAL)
- JOSEPH WESLEY (SEAL)
- MINNIE V. TILDON (SEAL)
- WILLIAM TILDON (SEAL)
- IDA P. ROCHESTER (SEAL)
- CLIFTON ROCHESTER (SEAL)
- BERTHA ROCHESTER (SEAL)
- EMMA MAYS (SEAL)
- JOHN MAYS (SEAL)
- FREDRICK ROCHESTER (SEAL)
- ROSA T. ROCHESTER (SEAL)
- ROLAND ROCHESTER (SEAL)
- MAE ROCHESTER (SEAL)
- LILLIAN ROCHESTER (SEAL)
- SAMUEL J. ROCHESTER (SEAL)
- MARGARET ROCHESTER (SEAL)
- MINNIE A. BROWN (SEAL)
- JOHN H. BROWN (SEAL)
- H. DOUGLAS ROCHESTER (SEAL)
- LILLIAN R. SOCKOM (SEAL)
- WM. H. SOCKOM (SEAL)

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 8th day of Aug. in the year 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Laura V. Burke, Ida Rochester, Roland Rochester and May Rochester, his wife, Minnie A. Brown and John H. Brown, her husband, and H. Douglas Rochester and each acknowledged the within and foregoing deed to be their respective act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Notary Public Seal.

J. WILBUR STAFFORD
NOTARY PUBLIC.

Notary-Public-My-Coms Expires-May-6TH-1935

State of Pennsylvania, County, to wit:

I hereby certify that on this 29th day of July in the year 1933, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Delaware County, personally appeared Sarah Padget, Clifton Rochester and Bertha Rochester, his wife, and Lillian Rochester and did each acknowledge the within and foregoing deed to be their respective act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Notary Public Seal.

E. COURTLANDT WRIGHT
NOTARY PUBLIC.

NOTARY PUBLIC
My Commission Expires
March 6, 1937.

State of New York, to wit:

I hereby certify that on this 31 day of July in the year 1933, before me, the subscriber, a Notary Public of the State of New York, in and for County of Kings personally appeared Minnie V. Tilden and William Tilden, her husband, and did each acknowledge the within and foregoing deed to be their respective act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

ARTHUR F. THOMAS
NOTARY PUBLIC.

Notary
Public
Seal.

Notary Public Kings Co. Clerk's
No. 117. Cert. filed in N.Y. Co. Clerk's
No. 274. Commission expires March 30,
1934.

State of Pennsylvania, County, to wit:

I hereby certify that on this 11th day of Aug. in the year 1933, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Delaware County, personally appeared, Joseph Wesley, Samuel Rochester and Margaret Rochester, his wife, and did each acknowledge the within and foregoing deed to be their respective act.

Notary
Public
Seal.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

E. COURTLANDT WRIGHT
NOTARY PUBLIC.

State of Maryland, Kent County, to wit:

I hereby certify that on this 7th day of Aug. in the year 1933, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, personally appeared Emma Mays and John Mays, her husband, and did each acknowledge the within and foregoing deed to be their respective act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Notary
Public
Seal.

NOTARY PUBLIC
My Commission expires
March 6, 1937.

LAWRENCE P. STRONG
NOTARY PUBLIC.

State of Delaware, Kent County, to wit:

I hereby certify that on this 27 day of July, in the year 1933, before me, the subscriber, a Notary Public of the State of Delaware, in and for Kent County, personally appeared Frederick Rochester and Rose T. Rochester, his wife, and Lillian R. Sockom and William Sockom, her husband, and did each acknowledge the within and foregoing deed to be their respective act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

CALVIN CLARK
NOTARY PUBLIC.

Notary
Public
Seal.

.....
#16,241. QUEEN ANNE'S COUNTY, TO WIT: Be
it remembered that on the Fifteenth day of August, in the year nineteen hundred and
thirty three, the following Mortgage was brought to be recorded, to wit:-

MARYLAND

A M O R T I Z A T I O N M O R T G A G E

THIS MORTGAGE, made the FIFTEENTH day of AUGUST in the year nine-
teen hundred and THIRTY THREE, between FREDERICK B. SYLVESTER and MABLE T. SYLVES-
TER, his wife, of QUEEN ANNE'S county, in the state of Maryland, hereinafter call-
ed "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to
said term "mortgagor," shall be considered as referring to both sexes and to all par-
ties, whether one or more, embraced in said terms), of the first part, and The Feder-
al Land Bank of Baltimore, of the city of Baltimore in the state of Maryland, herein-
after called "Bank", of the second part,

19 802

Subscribed their names as witnesses to the said Will in the presence of Henrietta M Chamberlain (the subscribing Witness) in the presence of each other, in the presence of the testatrix and at her request, and did see the aforesaid Henrietta M Chamberlain her name as Witness to the said Will.

James P. Bradley Regl
Queen Anne's County Md. I have come Mary Mitchell
January 4th 1866 } Executrix appointed by the
Will and made on the Holy Evangelists of Almighty God
the foregoing is the true and whole Last Will and
Testament of Anne Mitchell, late of Queen Anne
County deceased, and that she does not know of
others

James P. Bradley

In the name of God Amen, I Arthur Rochester
of sound and disposing mind and memory, and being
desirous of settling my worldly affairs, do make and
publish this my last will and testament, hereby
revoaking and make null and void all other Wills
and testaments by me heretofore made, and first
Commit my immortal being to Him who gave me
and my body to the earth, to be buried with little
expense or ostentation, by my executor hereinafter
And as to my worldly estate, and all my property, be
Personal, or mixed, of which I shall die seized or
Possessed, or to which I shall be entitled at the time
my decease, I devise, bequeath and dispose thereof
in the manner following to wit,
In premises, I give, devise and bequeath to my beloved
wife all my personal property, except one Starling
three red Muley oxen, and one hundred bushels of
and the farm where Abraham lives, containing
hundred and fifty acres, for the support and maintenance
of herself and her children, so long as she shall remain

and in case she should marry, the property goes to
 her children Abraham and Arthur managing it for their
 the children taking possession of her interest
 become of age. The names of her children being
 Rochester, John Rochester, Eliza Jane Rochester,
 Anne Rochester, Lisa Rochester, Mary Margaret Rochester
 Rochester, General Rochester, & Lizzie Rochester.
 the home farm and also by and over half acres
 of land of Samuel C. Johnson, I give and bequeath
 to my sons, Abraham, Joseph and James provided
 they equal proportions of the balance due S. C. Johnson for
 purchase in case either one is compelled to pay the whole,
 who shall be his, unless the others pay him within twelve
 months their just share due Mr S. C. Johnson. Abraham
 also the three Mudley Oxen, Daniel is to have the farm
 where he lives provided he pays his sister Henrietta Price
 hundred and fifty dollars within three years, and John
 Anderson my grandson one hundred dollars within
 years, in case of failure to pay either of the above
 debts the same is to be made out of the land, Arthur
 owns the "Brick House" farm, provided he pays Abbey
 hundred dollars, if he fails to pay it within three years
 same is to be made out of the land, Sallie Henson my
 daughter is to have the house and land where she now lives,
 nominate and appoint my said sons Abraham and
 Arthur to be the executors of this my last Will and testament
 and all the property not named in the will to be sold
 my indebtedness, and necessary expenses also to
 collect all claims owed and due for same purpose
 there is any thing left over after paying expenses
 to share it equally, in case there is not enough to
 all expenses they are to be equally responsible. In testimony
 hereunto set my hand and seal and publish and declare the
 my last Will and testament in the presence of the witnesses named below
 the 1st day of September in the year eighteen hundred and seventy five
 Abraham } Arthur }
 Beverly }

Arthur Rochester (seal)

ARTHUR R. BROWN, Individually
and as Personal Representative
of the Estate of
Lillian R. Sockum

Plaintiff

v.

WILLIAM GREEN,

DEWREATHE FRANCIS, Individually
and as Administratrix
D.B.N.C.T.A. of the Estate
of Nettie Black,

RICHARD FRANCIS, Executor of
the Estate of Elsie Furness,

WILLIAM PADGETT, JR.,

GREGORY WASHINGTON,

AUDREY MCCALL,

EDNA GEE,

ANNA FORD,

MINNIE TILDON,

UNKNOWN HEIRS, "INTESTATE
HEIRS", DEVISEES OR PERSONAL
REPRESENTATIVES OF
ARTHUR ROCHESTER,
MARY REBECCA ROCHESTER,
SARAH PADGETT, DAISY GREEN,
WILLIAM PADGETT, LOIS PADGETT,
LAURA BURKE, ISABELLA ROCHESTER,
MARY ANNA SLOANE,
WILLIAM HOWARD SLOANE,
FRANCES WASHINGTON,
SAMUEL ROCHESTER,
MARGARET ROCHESTER, MARY WESLEY,
REBECCA WESLEY, JOSEPH WESLEY,
MARGARET BAILEY, PETE BAILEY and
STERLING ROCHESTER

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

: CIVIL ACTION NO. 88-01240

1988 JUN 19 #GE 805

ANYONE OWNING OR CLAIMING TO OWN:
AN INTEREST IN THE ROCHESTER
FARM CONTAINING 224 ACRES. :
LOCATED NORTHEAST OF INGLESIDE, :
FRONTING ON INGLESIDE AND :
MERRICK CORNER ROAD, QUEEN :
ANNE'S COUNTY, MARYLAND :

Defendants :

ORDER OF DEFAULT

Let an Order of Default be entered against UNKNOWN
HEIRS, "INTESTATE HEIRS", DEVISEES OR PERSONAL REPRESENTATIVES
OF ARTHUR ROCHESTER, MARY REBECCA ROCHESTER, SARAH PADGETT,
DAISY GREEN, WILLIAM PADGETT, LOIS PADGETT, LAURA BURKE,
ISABELLA ROCHESTER, MARY ANNA SLOANE, WILLIAM HOWARD SLOANE,
FRANCES WASHINGTON, SAMUEL ROCHESTER, MARGARET ROCHESTER, MARY
WESLEY, REBECCA WESLEY, JOSEPH WESLEY, MARGARET BAILEY, PETE
BAILEY and STERLING ROCHESTER and ANYONE OWNING OR CLAIMING TO
OWN AN INTEREST IN THE ROCHESTER FARM CONTAINING 224 ACRES
LOCATED NORTHEAST OF INGLESIDE, FRONTING ON INGLESIDE AND
MERRICK CORNER ROAD, QUEEN ANNE'S COUNTY, MARYLAND,
Defendants, as prayed, this 8th day of June,
1988.

Clayton C. Carter

RECEIVED JUDGE
CLERK/CIRCUIT

1988 JUN -8 PM 3:37
QUEEN ANNE'S COUNTY

ARTHUR R. BROWN, Individually
and as Personal Representative
of the Estate of
Lillian R. Sockum

Plaintiff

v.

WILLIAM GREEN,

DEWREATH FRANCIS, Individually
and as Administratrix
D.B.N.C.T.A. of the Estate
of Nettie Black,

RICHARD FRANCIS, Executor of
the Estate of Elsie Furness,

WILLIAM PADGETT, JR.,

GREGORY WASHINGTON,

AUDREY MCCALL,

EDNA GEE,

ANNA FORD,

MINNIE TILDON,

UNKNOWN HEIRS, "INTESTATE
HEIRS", DEVISEES OR PERSONAL
REPRESENTATIVES OF
ARTHUR ROCHESTER,
MARY REBECCA ROCHESTER,
SARAH PADGETT, DAISY GREEN,
WILLIAM PADGETT, LOIS PADGETT,
LAURA BURKE, ISABELLA ROCHESTER,
MARY ANNA SLOANE,
WILLIAM HOWARD SLOANE,
FRANCES WASHINGTON,
SAMUEL ROCHESTER,
MARGARET ROCHESTER, MARY WESLEY,
REBECCA WESLEY, JOSEPH WESLEY,
MARGARET BAILEY, PETE BAILEY and
STERLING ROCHESTER

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 88-01240

RECEIVED
CLERK, CIRCUIT COURT
1988 AUG -9 AM 9:11
QUEEN ANNE'S COUNTY

ANYONE OWNING OR CLAIMING TO OWN:
AN INTEREST IN THE ROCHESTER
FARM CONTAINING 224 ACRES :
LOCATED NORTHEAST OF INGLESIDE, :
FRONTING ON INGLESIDE AND :
MERRICK CORNER ROAD, QUEEN :
ANNE'S COUNTY, MARYLAND :

Defendants :

JUDGMENT

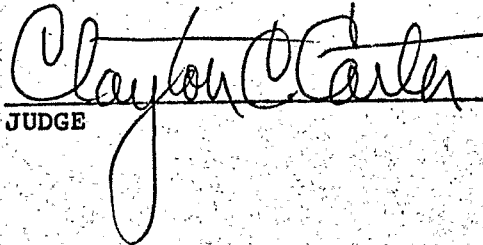
A hearing having been held in this matter on the
29th day of June, 1988, the Amended Complaint having
been reviewed and considered, the Answers of the
individual-named Defendants having been reviewed, which admit
each and every paragraph of the Complaint, and an Order of
Default having been granted against Unknown Heirs and Anyone
Claiming, which Order of Default constitutes an admission of
the allegations contained in the Complaint, the Plaintiff
having proven to the satisfaction of the Court that he has
paid the respective amounts of money to the individual
Defendants as called for in their Answers, it is, this 9th
day of August, 1988,

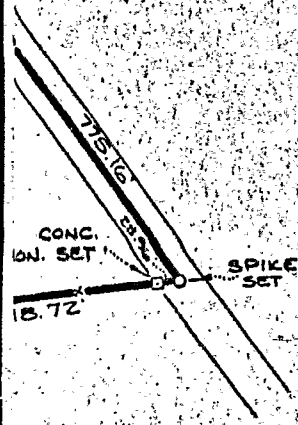
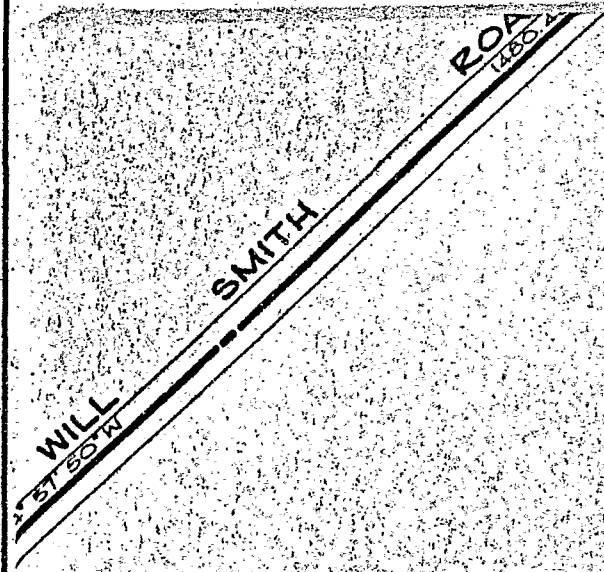
ORDERED, that judgment be, and the same is hereby,
entered in favor of the Plaintiffs, and Arthur R. Brown is
declared to be the absolute owner of the premises described in
a Deed from Arthur R. Brown, Personal Representative of the
Estate of Lillian R. Sockum to Arthur R. Brown, Individually,

dated August 8, 1988, and to be recorded among the Land Records of Queen Anne's County, Maryland, with the right of disposition without any cloud thereon and all party Defendants are enjoined from asserting any claim against the subject premises, at law or otherwise, and it is further

ORDERED, that the charge created by the Will of Lillian R. Sockum with regard to the subject premises be, and the same is hereby, declared to be satisfied and of no further effect, and it is further

ORDERED, that the Plaintiff shall pay the costs of this proceeding.


JUDGE



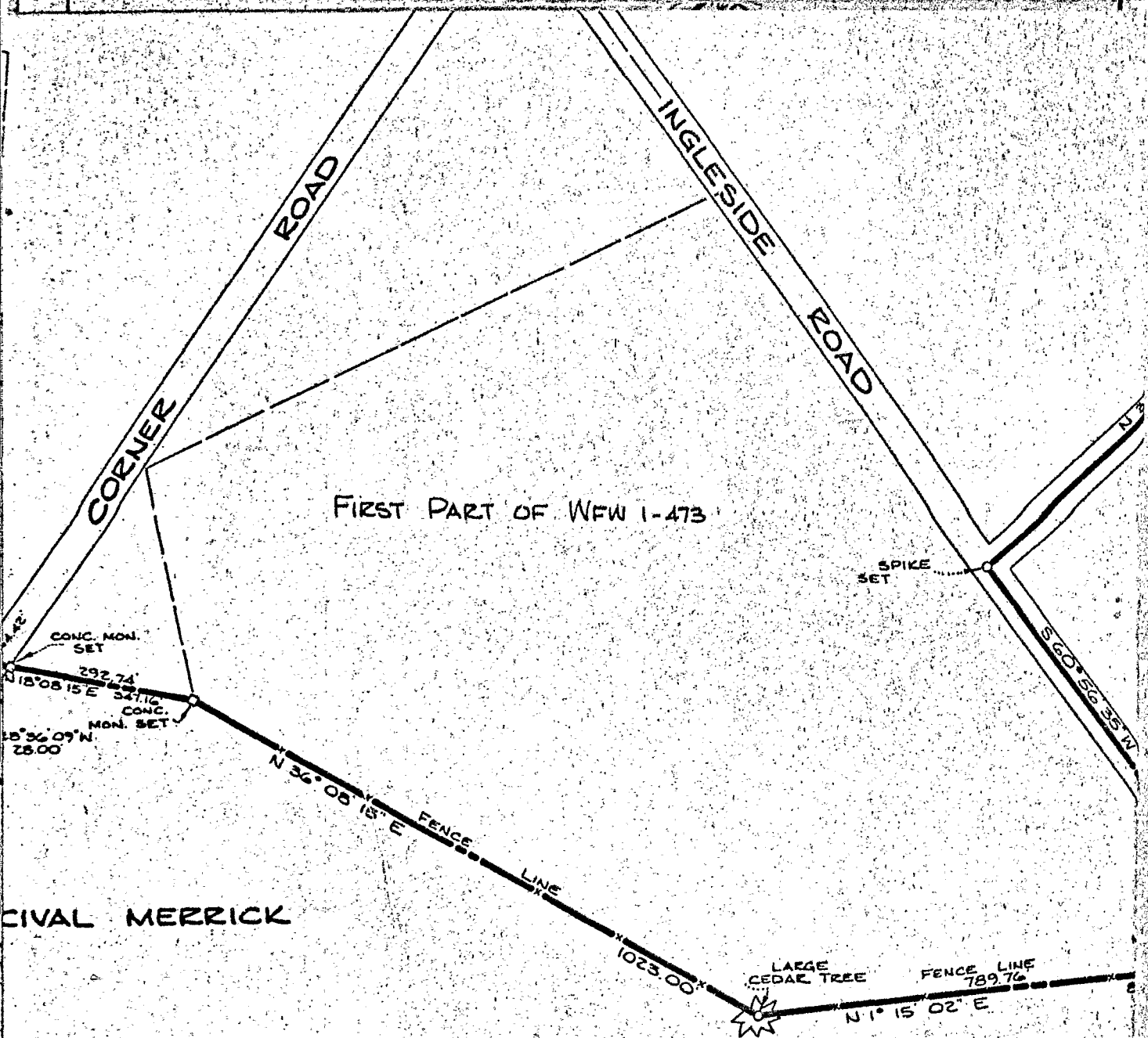
McCRONE, INC.
DATE PRINTED 1-28-88

PLAINTIFF'S
EXHIBIT
#1 CV1240
6/29/88

Scale 1" = 200' Drawn By LUFF Approved By LUFF Date JUNE 1976 Job No 7475340 Folder Ref 1054 File No	SURVEY OF THE LANDS OF		Sheet No
	LILLIAN R. SOCKUM FIRST ELECTION DISTRICT QUEEN ANNES COUNTY, MD.		Seal

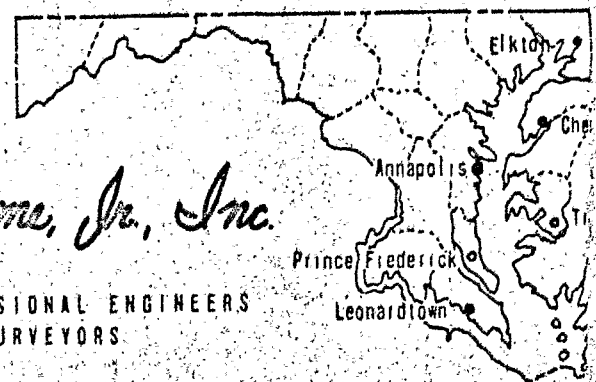


Plan No. 764



DATE	REVISION

J. B. McCrone, Jr., Inc.
 REGISTERED PROFESSIONAL ENGINEERS
 AND LAND SURVEYORS



Map No 767

LANDS OF
RICHARD J. FERREL
CWC 80/470

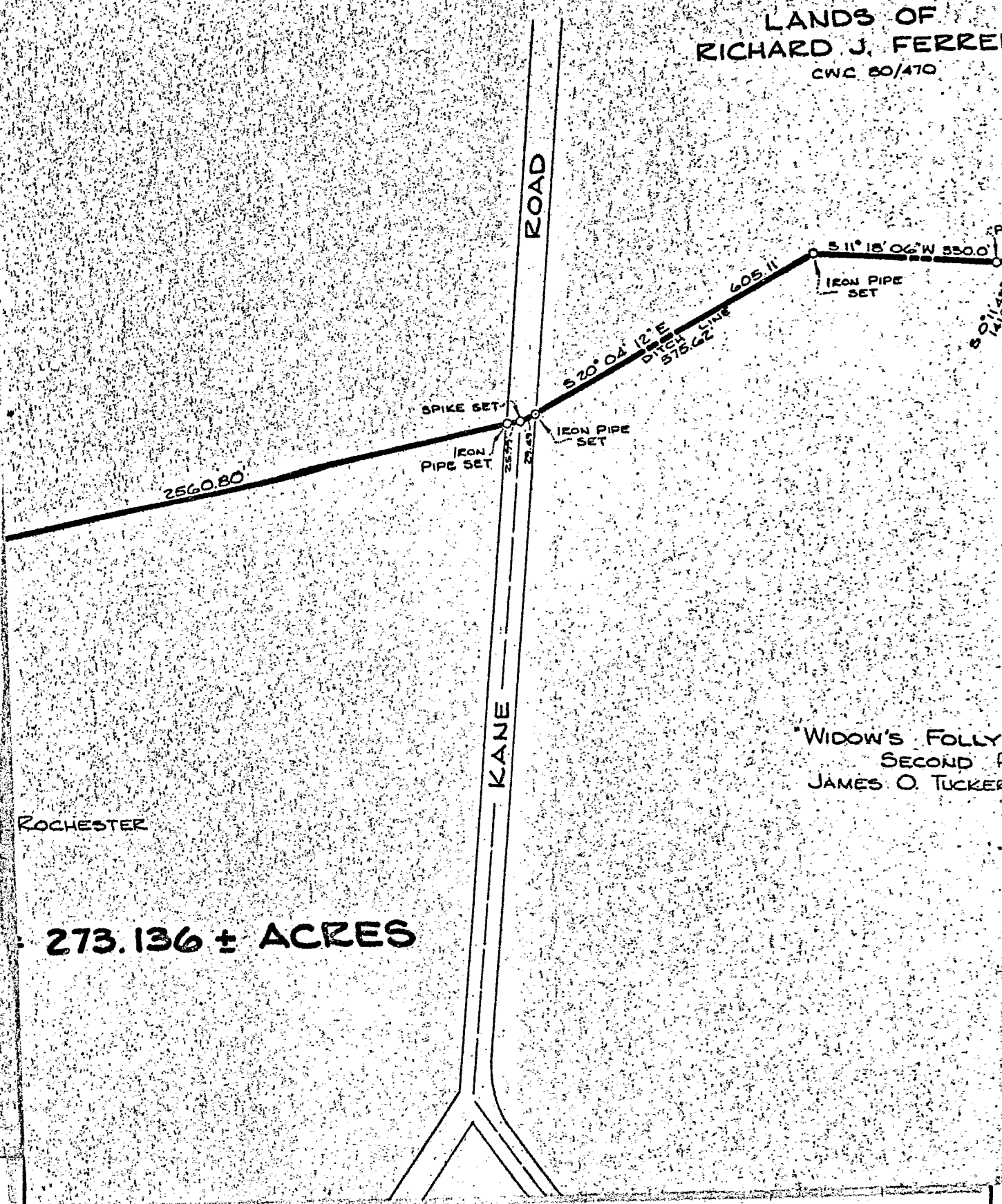
ROAD

KANE

ROCHESTER

273.136 ± ACRES

WIDOW'S FOLLY
SECOND F
JAMES O. TUCKER



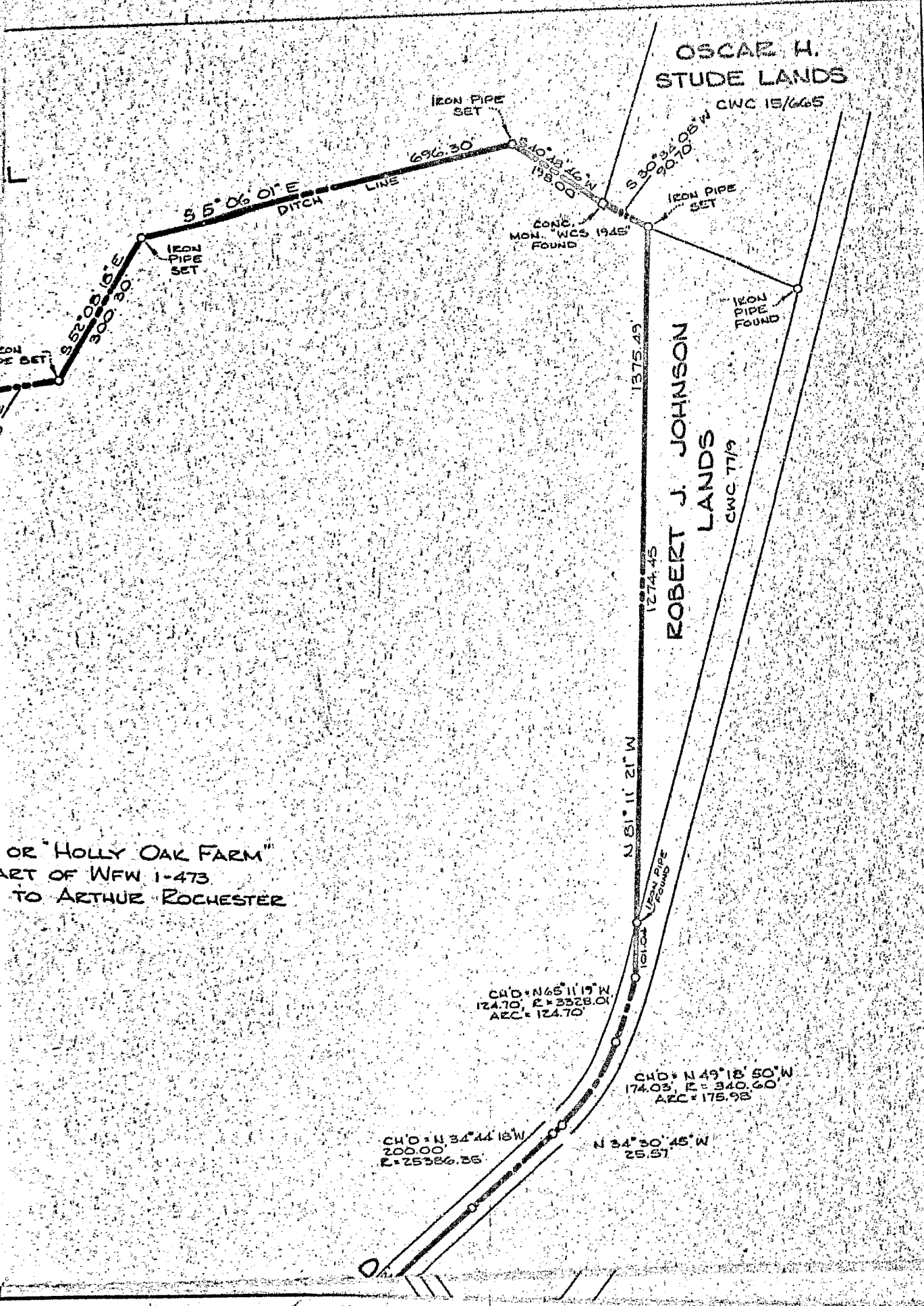
OSCAR H. STUDE LANDS

CWC 15/665

ROBERT J. JOHNSON LANDS

CWC 77/9

OR "HOLLY OAK FARM"
PART OF WFW 1-473
TO ARTHUR ROCHESTER



FRANK MORRIS T
ASG. JR

CONC.
MON. SET

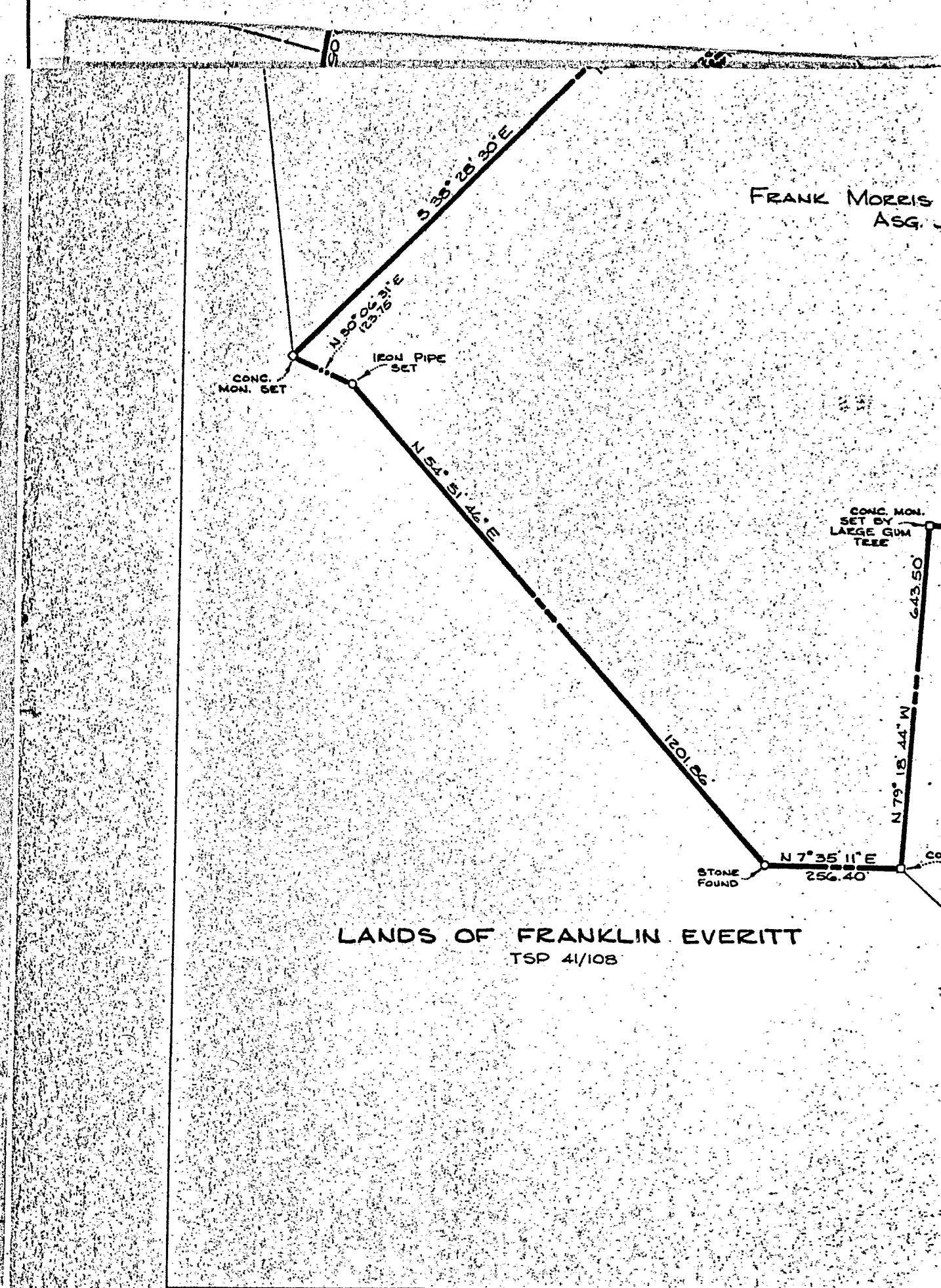
IRON PIPE
SET

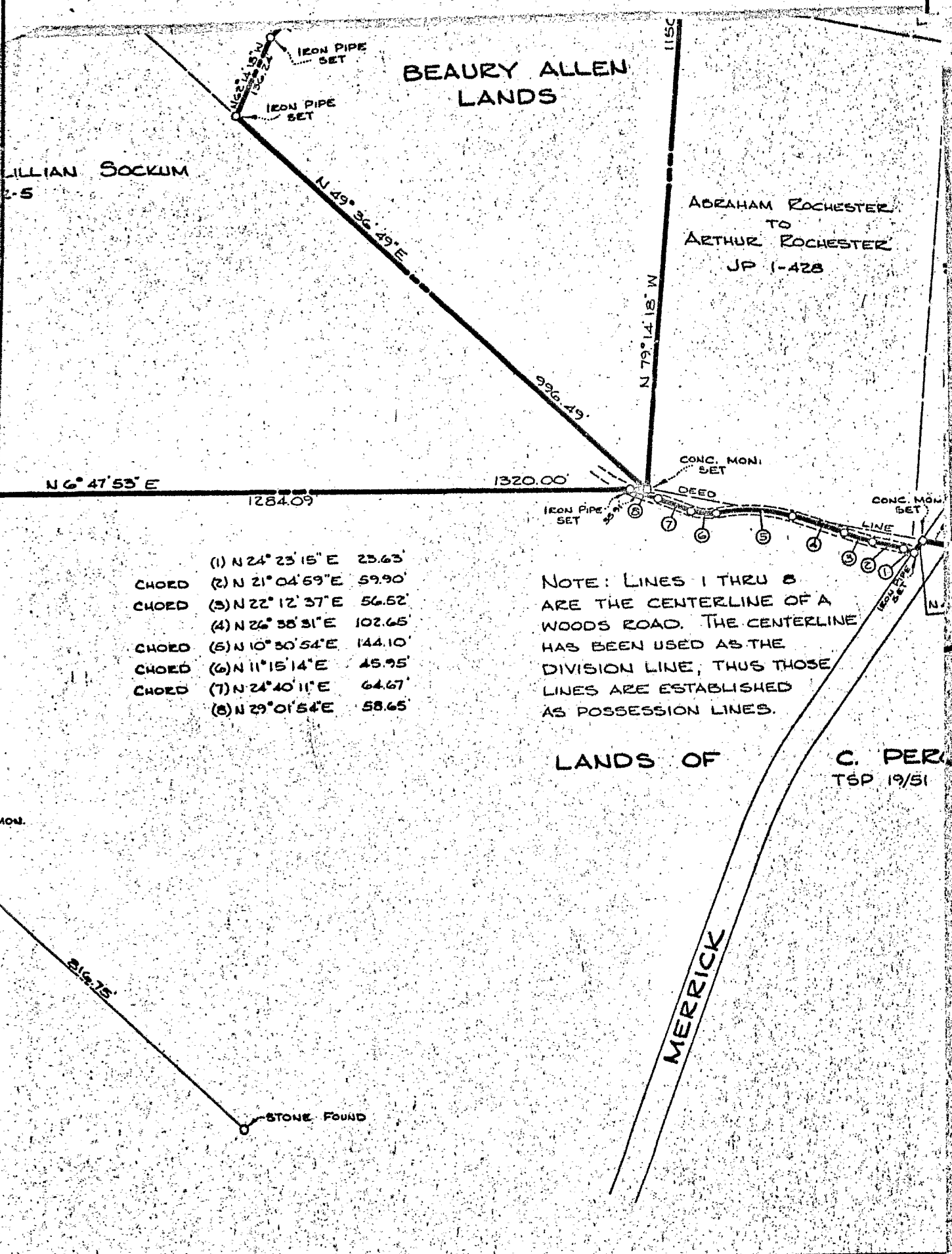
CONC. MON.
SET BY
LARGE GUM
TREE

STONE
FOUND

CONC.
S

LANDS OF FRANKLIN EVERITT
TSP 4/108



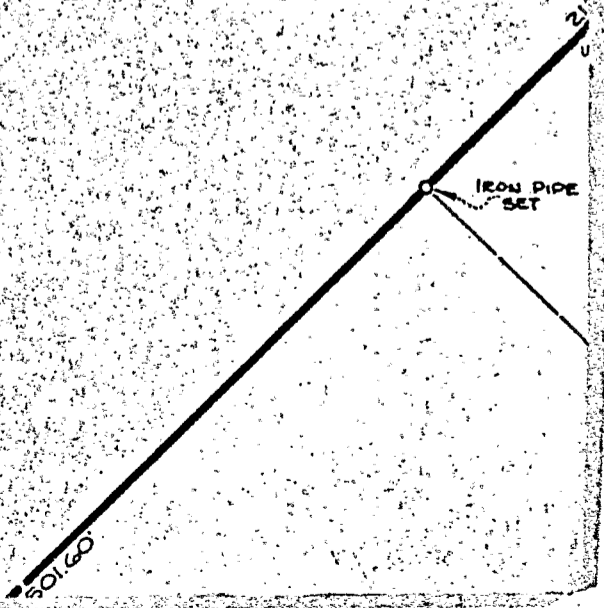
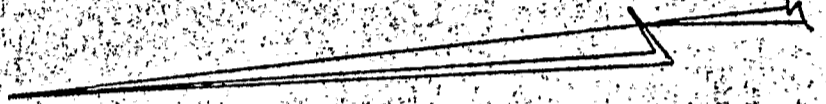


CHORD	(1)	$N 24^{\circ} 23' 15'' E$	23.63'
CHORD	(2)	$N 21^{\circ} 04' 59'' E$	59.90'
CHORD	(3)	$N 22^{\circ} 12' 37'' E$	56.52'
CHORD	(4)	$N 26^{\circ} 58' 31'' E$	102.65'
CHORD	(5)	$N 10^{\circ} 30' 54'' E$	144.10'
CHORD	(6)	$N 11^{\circ} 15' 14'' E$	45.95'
CHORD	(7)	$N 24^{\circ} 40' 11'' E$	64.67'
CHORD	(8)	$N 29^{\circ} 01' 54'' E$	58.65'

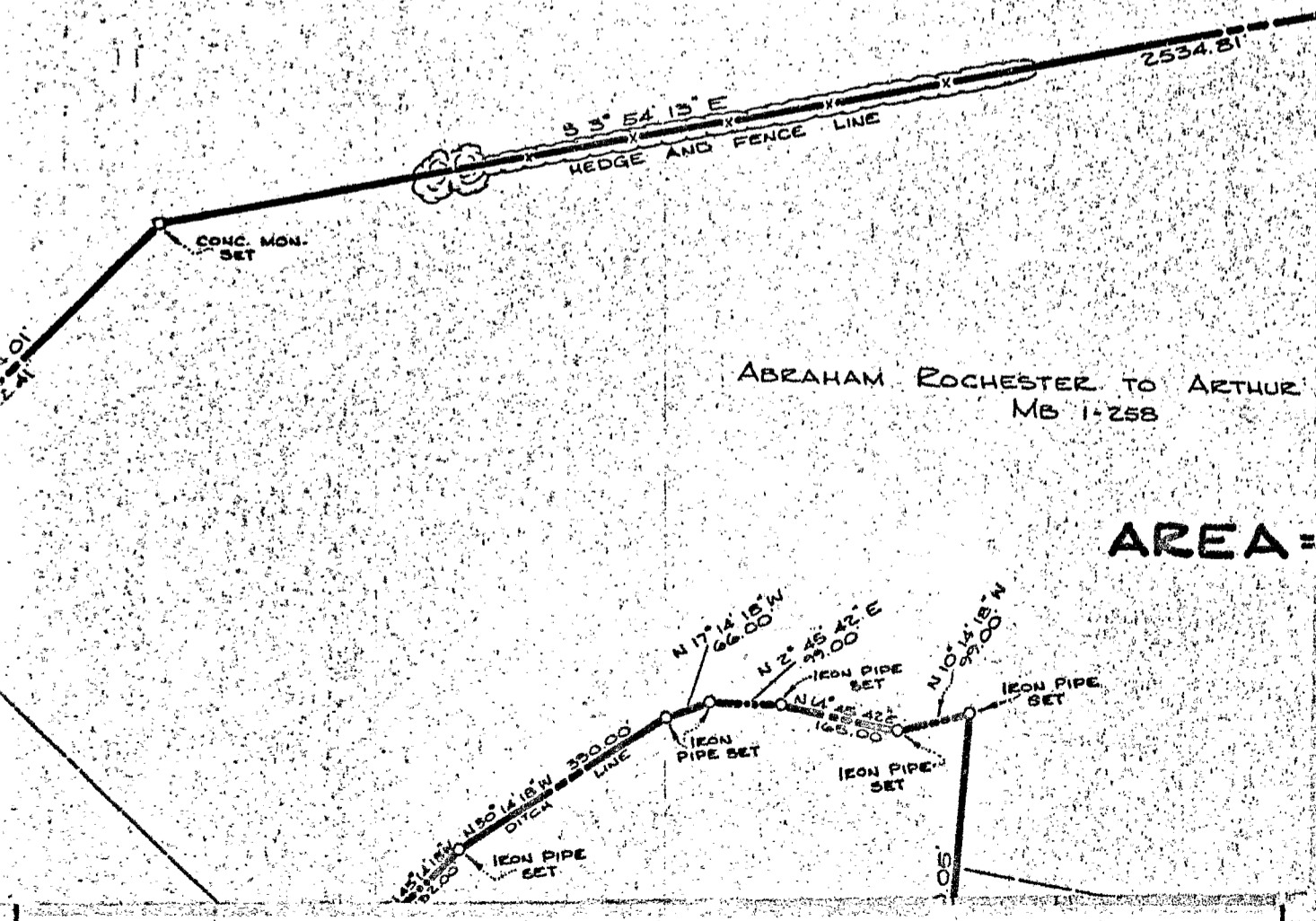
NOTE: LINES 1 THRU 8 ARE THE CENTERLINE OF A WOODS ROAD. THE CENTERLINE HAS BEEN USED AS THE DIVISION LINE, THUS THOSE LINES ARE ESTABLISHED AS POSSESSION LINES.

LANDS OF C. PER... T&P 19/51

LAND



S OF THEODORE E. CONOVER
CWC 1/410



ABRAHAM ROCHESTER TO ARTHUR
MB 1-258

AREA =

(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, WILLIAM GREEN, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount \$2,800.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the Estate of Lillian R. Sockum, His Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 18 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of

William R. Green [SEAL]
WILLIAM GREEN
[Signature] [SEAL]

Test: Arthur R. Brown

RW-16

ADMINISTRATION DOCKET

No. _____ Folio _____

PLAINTIFF'S
EXHIBIT
#3A CV1240
6/29/88

1877 19 818

Estate No.

(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, DEWREATHE FRANCIS, Individually, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$1,771.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of LILLIAN R. SOCKUM.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR F. BROWN, Individually and as Personal Representative of the Estate of LILLIAN R. SOCKUM, his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 27 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of

Dewreathe Francis [SEAL]
DEWREATHE FRANCIS [SEAL]

Test: *Arthur R. Brown*

RW-16

ADMINISTRATION DOCKET

No. Folio

PLAINTIFF'S
ID EXHIBIT
#3B CV1240
6/29/88

1988 19 819

Estate No. _____

(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, DEWREATHE FRANCIS, as Administratrix D.B.N.C.T.A. of the Estate of Nettie Black, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$3,542.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of LILLIAN R. SOCKUM,

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the Estate of Lillian R. Sockum, his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 27 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of

Dewreathe Francis [SEAL]
DEWREATHE FRANCIS

[SEAL]

Test:

Arthur R. Brown

RW-16

ADMINISTRATION DOCKET

No. _____ Folio _____

PLAINTIFF'S
ID EXHIBIT
#30 CV 1240
6/29/88

(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, RICHARD FRANCIS, Executor of the Estate of Elsie Furness, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$3,542.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the Estate of Lillian R. Sockum, his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 27 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of

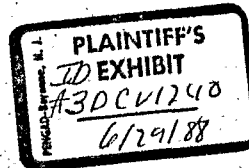
Richard Francis [SEAL]
RICHARD FRANCIS, Executor of the Estate of Elsie Furness [SEAL]

Test: Arthur R. Brown

BW-16

ADMINISTRATION DOCKET

No. _____ Folio _____



(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, WILLIAM PADGETT, JR., do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$4,500.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the Estate of Lillian R. Sockum, ^{his} Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 15 day of June in the year nineteen hundred and Eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered
in the presence of

} William J. Padgett Jr [SEAL]
WILLIAM PADGETT, JR. [SEAL]

Test:

Arthur R. Brown

RW-16

ADMINISTRATION DOCKET

No. _____ Folio _____

PLAINTIFF'S
EXHIBIT
#3E64246
6/29/88

1877 19 822

Estate No. _____

(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, GREGORY WASHINGTON, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$7,084.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum,

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the Estate of LILLIAN R. SOCKUM his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 22 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of } G. Gregory Washington [SEAL]
GREGORY WASHINGTON [SEAL]

Test: Arthur R. Brown

BW-16
ADMINISTRATION DOCKET
No. _____ Folio _____

PLAINTIFF'S
ID EXHIBIT
#3F 601240
6/29/88

(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, AUDREY MCCALL, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$7,084.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the Estate of LILLIAN R. SOCKUM his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under My hand and seal this 26 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered
in the presence of

Audrey E. McCall [SEAL]
AUDREY MCCALL [SEAL]

Test: Arthur R. Brown

BW-16

ADMINISTRATION DOCKET

No. Folio.



(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, EDNA GEE, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$708.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the ESTATE OF LILLIAN R. SOCKUM, his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 14 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of

Edna Gee [SEAL]
EDNA GEE

_____ [SEAL]

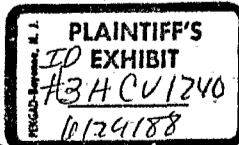
Test,

Arthur R. Brown

BW-18

ADMINISTRATION DOCKET

No. _____ Folio _____



(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, ANNA FORD, do hereby acknowledge receipt of a check from ARTHUR R. BROWN in the amount of \$13,457.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the ESTATE OF LILLIAN R. SOCKUM, his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 14 day of June in the year nineteen hundred and eighty-eight

I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of

Anna R. Ford [SEAL]
ANNA FORD

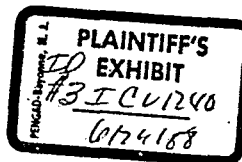
_____ [SEAL]

Test: Arthur R. Brown

RW-16

ADMINISTRATION DOCKET

No. _____ Folio _____



(RELEASE TO PERSONAL REPRESENTATIVE)

Know all Men by these Presents,

That I, MINNIE TILDON, do hereby acknowledge receipt from ARTHUR R. BROWN of a check, in the amount of \$14,165.00, representing full payment of the charge created on the land described as the Rochester Farm in Item XII of the Last Will and Testament of Lillian R. Sockum.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said ARTHUR R. BROWN, Individually and as Personal Representative of the Estate of LILLIAN R. SOCKUM, his Heirs and Personal Representative of and from all and every action, suit or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them, for or on account of the Will of LILLIAN R. SOCKUM

or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 26 day of June in the year nineteen hundred and 0 eighty-eight

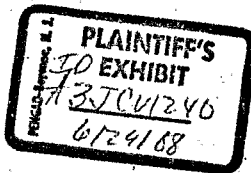
I do hereby solemnly declare and affirm under the penalties of perjury that contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Signed, Sealed and Delivered in the presence of

Minnie Tildon [SEAL]
MINNIE TILDON

_____ [SEAL]

Test: *Arthur R. Brown*



RW-16

ADMINISTRATION DOCKET

No. _____ Folio _____

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

RALPH E. PISANI *
24 Thompson Creek *
Stevensville, Maryland 21666 *

Plaintiff *

VS. *

FRED PRITT BUILDING CO., INC. *
(Maryland Corporation) *

SERVE: FRED PRITT, *
Resident Agent *

513 Benfield Road *
Severna Park, Maryland 21146 *

and *

BOARD OF COUNTY COMMISSIONERS FOR *
QUEEN ANNE'S COUNTY *

SERVE: LINDA H. TALMATARY, *
CLERK TO COUNTY COMMISSIONERS *

208 N. Commerce Street *
County Office Building *

Centreville, Maryland 21617 *

and *

ALL PERSONS HAVING OR CLAIMING *
TO HAVE AN INTEREST IN PROPERTY *
LOCATED IN QUEEN ANNE'S COUNTY, *
FOURTH ELECTION DISTRICT, *
DESCRIBED AS FOLLOWS: *

Imp. 2.28 acres, S/Thompson *
Shore Rd., S/US Rt 50 *

Defendants *

COMPLAINT TO FORECLOSE RIGHTS OF REDEMPTION

RALPH E. PISANI, by his Attorney, Eliot Siskind, respectfully
represents:

1. That he brings this action for the purpose of fore-
closing the rights of redemption in and to the property hereinafter

RECEIVED
CLERK, CIRCUIT COURT

1988 MAR 29 AM 8:50

QUEEN ANNE'S COUNTY

CIVIL NO. 88-01308

CIVIL 8801308#
CIV FEES 80.00
CHECK/NO 50.00
#044200 C001 R00 T08:

03/29/88

set forth under and by virtue of Section 14-833, etc. of the Tax-Property Article of the Annotated Code of Maryland.

2. That on May 20, 1986, William H. Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's County issued to the Plaintiff a Certificate of Sale on real estate located in Queen Anne's County, Maryland, and described as follows:

Imp. 2.28 acres, S/Thompson Shore Road,
S/US Rt 50, Fourth Election District,
Queen Anne's County, Maryland

3. A copy of the Tax Sale Certificate as hereinabove set forth, to wit: setting forth the aforesaid sale to your Plaintiff, is attached hereto and filed herewith as "Plaintiff's Exhibit Number 1.

4. That a diligent and careful search of the Land Records of Queen Anne's County reveals:

A. That Fred Pritt Building Co., Inc. is the record owner in fee simple by virtue of a deed dated November 26, 1975, recorded among the Land Records of Queen Anne's County in Liber CWC 99, folio 374 to Benfield Land Corporation which merged with Fred Pritt Building Co., Inc. on July 28, 1976. The Certificate of Merger is recorded in Liber CWC 125, folio 752, and being known and designated as 2.28 acres, more or less, Fourth Election District, Queen Anne's County, Maryland, together with improvements.

5. That the aforementioned and described real estate has not been redeemed by any party in interest.

6. That the Plaintiff purchased all the real estate hereinabove mentioned at the aforesaid tax sale held on May 20, 1986, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid to Queen Anne's County and/or the State of Maryland, and Plaintiff bid and paid for the aforesaid Tax Sale Certificate, the following amount:

<u>BID</u>	<u>PRICE PAID</u>
\$46,000.00	\$4,080.21

7. That the amounts necessary for redemption of the aforesaid Tax Sale Certificate is \$41,919.79, plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale and costs on the above certificate.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

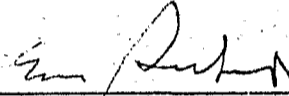
1. That summons be issued and served upon the Defendants herein commanding them to appear in this Court on some certain date to be named therein and make answer thereto.

2. That an Order of Publication be granted unto your Plaintiff directed to the Defendants, and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer this Complaint.

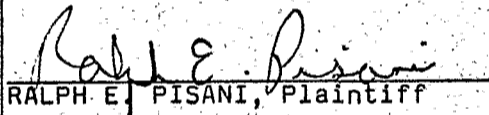
3. That this Court enter a final judgment foreclosing all rights of redemption of the Defendants and any and all persons having or claiming to have any interest in the hereinabove described property.

4. That the final judgment herein provide that the Controller for Queen Anne's County, as the Collector of State and County taxes, execute to Plaintiff a deed to the property herein involved, vesting in Plaintiff a good and Marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to date of said final judgment.

5. And for such other and further relief as the nature of this cause may require.



Eliot Siskind, Attorney for
Plaintiff
95 Aquahart Road, Suite 215
Post Office Box 128
Glen Burnie, Maryland 21061-0128
(301-766-3750)



RALPH E. PISANI, Plaintiff

4 075463

CERTIFICATE OF SALE

I, William H Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, certify that on May 20, 1986, I sold to Ralph E. Pisani at public auction for the sum of Forty-six thousand \$4,080.21 Dollars and no Cents, of which \$4,080.21 Dollars has been paid for the property in the Fourth Election District described as Imp. 2.28 Acs, S/Thompson Shore Rd, S/US Rt 50 and assessed to Fred Pritt Building Co., Inc.

The property described in this certificate is subject to redemption. On redemption the holder of the certificate will be refunded the sums paid on account of the purchase price together with interest at the rate of 12% a year from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts that amend that chapter. The balance due on account of the purchase price and all taxes, together with interest and penalties on the taxes, accruing after the date of sale, must be paid to the Treasurer and Collector before a deed can be delivered to the purchaser. After May 21, 1987, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within 2 years from the date of this certificate.

WITNESS my hand and seal this 20th day of May, 1986

William H. Tolson
Treasurer and Collector

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of May, 1986, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the foregoing Certificate of Sale to be his act:

WITNESS my hand and Notarial Seal. Belle P. Carroll
Notary Public
My Commission Expires: 7/1/86

Exhibit 1

ELIOT SISKIND, ATTORNEY
95 Aquahart Road, Suite 215
Post Office Box 128
Glen Burnie, Maryland 21061-0128

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

RALPH E. PISANI *
24 Thompson Creek *
Stevensville, Maryland 21666 *

Plaintiff *

VS. *
FRED PRITT BUILDING CO., INC. *
(Maryland Corporation) *

SERVE: FRED PRITT, *
Resident Agent *
513 Benfield Road *
Severna Park, Maryland 21146 *

and *

BOARD OF COUNTY COMMISSIONERS *
FOR QUEEN ANNE'S COUNTY *
SERVE: LINDA H. TALMATARY, *
CLERK TO COUNTY COMMISSIONERS *
208 N. Commerce Street *
County Office Building *
Centreville, Maryland 21617 *

and *

ALL PERSONS HAVING OR CLAIMING *
TO HAVE AN INTEREST IN PROPERTY *
LOCATED IN QUEEN ANNE'S COUNTY, *
FOURTH ELECTION DISTRICT, *
DESCRIBED AS FOLLOWS: *

Imp. 2.28 acres, S/Thompson *
Shore Rd., S/US Rt 50 *

Defendants *

CIVIL NO. 88-01308

RECEIVED
CLERK, CIRCUIT COURT
1988 MAR 30 PM 2:48
QUEEN ANNE'S COUNTY

ORDER OF PUBLICATION

The object of these proceedings is to secure the foreclosure of all rights of redemption in and to the following described property located in Queen Anne's County and sold on May 20, 1986, by William H. Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, to Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate, and assessed and described on the Books of Assessments and Taxation as follows:

Imp. 2.28 acres, S/Thompson Shore Road,
S/US Rt 50, Fourth Election District,
Queen Anne's County, Maryland

That the aforementioned and described real estate has not been redeemed by any party in interest.

It is thereupon this 30th day of March, 1988, by the Circuit Court for Queen Anne's County, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Queen Anne's County, once a week for three successive weeks, warning all persons interested in said property, to be and appear in this Court by the 10th day of June, 1988, and redeem the property and answer the Complaint, or thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in Plaintiff a title free and clear of all encumbrances.

Clayton C. Carter
Judge

19 834
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

473

WRIT OF SUMMONS Case Number 88-01308

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name BOARD OF COUNTY COMMISSIONERS FOR QUEEN ANNE'S COUNTY
Address
County
SERVE: LINDA H. PALMATARY, CLERK
TO COUNTY COMMISSIONERS
208 N. Commerce Street
County Office Building
Centreville, Maryland 21617

You are hereby summoned to file a written response by pleading or motion in this Court to the attached Complaint filed by RALPH E. PISANI, 24 Thompson Creek, Stevensville, Maryland 21666
(Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued March 30, 1988
Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

- 1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
- 2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

THE QUEEN ANNE'S COUNTY
SHERIFF'S DEPARTMENT

Linda H. Palmatary
RECEIVED 3/31/88
CLERK, CIRCUIT COURT
Complaint for closure of property
9:54 AM
MAY 1 1988
SHERIFF'S DEPARTMENT
NORTH LIBERTY STREET
STEVENSVILLE, MARYLAND 21666

FEE \$
1988 MAR 31 PM 3-48
QUEEN ANNE'S COUNTY
SHERIFF [Signature]

NOTE:

- 1. This summons is effective for service only if served within 60 days after the date it is issued.
- 2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
- 3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
- 4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

RALPH E. PISANI

Plaintiff

vs.

FRED PRITT BUILDING
CO., INC., et al.

* IN THE

* CIRCUIT COURT FOR

* QUEEN ANNE'S
* COUNTY

* Case No. :
* 88-01308

** ** * * * * *

MOTION TO INTERVENE AND STATEMENT OF CLAIM

The Movant, Bituminous Construction, Inc., a body Corporate, by and through its attorneys, Walter Litvinuck and Robert A. DiCicco, respectfully represent unto this Honorable Court that :

1. On or about February 2, 1984, a Judgement was entered in favor of the Movant against the Defendant in these proceedings, Fred Pritt building Co., Inc., a Maryland Corporation, by the Circuit Court for Anne Arundel County, in the amount of \$28,988.20 plus court costs.

2. On or about June 4, 1985, that Judgement was entered in the Circuit Court for Queen Anne's County, Maryland in the same amount, which judgment became a lien against the real property which is the subject of this action. That there is due and owing to the movant by the Defendant in accordance with the affidavit attached hereto as Exhibit A, the sum of \$41,171.17 plus per diem interest of \$8.05 from April 15, 1988.

RECEIVED
CLERK, CIRCUIT COURT

1988 APR 19 AM 9:52

QUEEN ANNE'S COUNTY

3. The Movant, Bituminous Construction, Inc., is a Judgement lien creditor of the Defendant, pursuant to the Judgment entered in an action entitled Bituminous Construction, Inc., vs. Fred Pritt Building Co. Inc., in the Circuit Court for Queen Anne's County, case number 85-00313 and is entitled to receive the surplus proceeds from the sale of the property which is the subject of this action, up to a total amount of the indebtedness owed to the Movant.

4. The Movant has an interest in the subject of these proceedings to such an extent that the disposition of this action will effect its rights so as to allow intervention, in accordance with Maryland Rule 2-214.

5. The intervention of the Movant as Plaintiff will not unduly delay or prejudice the adjudication of the rights of the original parties.

WHEREFORE, the Movant respectfully requests this Honorable Court to:

- a. Order that the Movant be permitted to intervene as a party Plaintiff,
- b. Order that the surplus of the proceeds of the sale of the subject property be impressed with a lien in favor of the Movant in the total amount of indebtedness owed to the Movant, and that the

Treasurer of Queen Anne's County pay any surplus to the Movant, Bituminous Construction Company, and

c. such other and further relief as the nature of this cause may require.



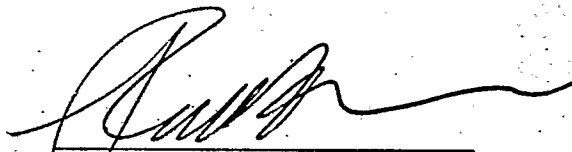
Walter Litvinuck
P.O. Box F
Chester, Maryland 21619
643-5081



Robert A. DiCicco
Attorney for the Movant
405 Central Avenue
Towson, Maryland 21204

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 15th day of April, 1988, a copy of the foregoing Motion to Intervene and Statement of Claim was mailed to Fred Pritt Building Company, Inc., 513 Benfield Road, Severna Park, Maryland, 21146, and Eliot Siskind, Esquire, 95 Aquahart Road, Suite 215, Post Office Box 128, Glen Burnie, Maryland, 21061-0128.



Robert A. DiCicco
Attorney for the Movant
405 Central Avenue
Towson, Maryland 21204

RALPH E. PISANI

Plaintiff

vs.

FRED PRITT BUILDING
CO., INC., et al.

* * * * *

* IN THE
* CIRCUIT COURT FOR
* QUEEN ANNE'S
* COUNTY

* Case No.:
* 88-01308

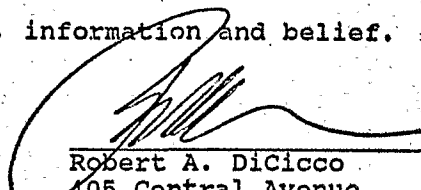
STATEMENT OF INDEBTEDNESS
OF
FRED PRITT BUILDING CO., INC.

Principal amount of Judgement.....\$28,988.20

Interest from February 4, 1987
through April 15, 1988, at
per diem of \$8.05.....\$12,182.97

Total.....\$41,171.17

I do hereby affirm under the penalties of perjury
that the foregoing sum is due and owing by the
Defendant, Fred Pritt Building Co., Inc., to the
best of my knowledge, information and belief.


Robert A. DiCicco
405 Central Avenue
Towson, Maryland 21204

CIVIL 85-00313

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing copy of judgment is taken from the Record of the Proceedings of the Circuit Court for Anne Arundel County.

AND I FURTHER CERTIFY, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 3rd day of June 1985.

E. Aubrey Collier
CLERK OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.

RECEIVED
CLERK, CIRCUIT COURT
1985 JUN -3 PM 4: 25
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY, MARYLAND

1985 840

CIVIL ACTION ~~XXXX~~ No. 85-00313

COUNSEL	TITLE	COSTS
Walter Litvinuck 643-5081	BITUMINOUS CONSTRUCTION, INC vs. FRED PRITT BUILDING CO., INC.	\$10.00 Clerk Re:27000

DOCKET ENTRIES

June 3, 1985 -- Certified copy of docket entries from the Circuit Court for Anne Arundel County filed. Notification pursuant to Rule 2-623 mailed.

June 4, 1985 -- Judgment entered in favor of Bituminous Construction, Inc., Plaintiff, against Fred Pritt Building Co., Inc., Defendant, to the amount of \$28,988.20, plus court costs.

INDEXED IN JUDGMENT INDEX

DATE: June 2

June
2

BITUMINOUS CONSTRUCTION, INC.

LAW DOCKET 100

FOLIO 80

Receipt No. L- 65484
Date Pd. 6/2/83
ADVANCE CLERK \$60.00
By: Robert A. DiCicco

ADDITIONAL COSTS

Clerk 5.00
Plaintiff Sol. \$5.00
Defendant Sol. \$5.00
Sheriff 5.00
Sheriff _____
Sheriff _____
Exam. _____
Cross Claim _____
3rd Party Claim _____
Supp. Proc. L-68993 \$25.00
Fi Fa _____
Attachment _____
TOTAL COSTS _____
Receipt No. _____
Date Pd. _____
By: _____

vs.

FRED PRITT BUILDING CO., INC.
A MARYLAND CORPORATION

1106070

Robert W. Warfield
Hans. Froelicher, IV
Corbin, Heller &
Warfield, Chartered
Hans. Froelicher

- (1) 1983 June 2 Declaration, Notice to Plead, Motion for Summary Judgment, Affidavit, Statement of Account _____
Exhibit _____ filed.
- (2) 1983 June 3 Summons issued and delivered to the Sheriff to be served. Sheirrr's Return: (Fred Pritt Building, Inc. Serve On: Fred Pritt) non est 6/30/83 in Ocean City
- (3) 1983 July 7 Summons re-issued and delivered to the Sheriff to be served. Sheriff's Return: (Fred Pritt Building, Inc. SERVE ON: Fred Pritt) non est living in O.C.
- (4) 1983 Aug. 1 Request to Re-issue Summons filed.
- (5) 1983 Aug. 2 Summons re-issued and mailed to the Sheriff of Baltimore City to be served, together with a check in the amount of \$15.00 made payable to the State Dept. of Assess. and Taxation. Sheriff's RETURN: (Fred Pritt Building Co., Inc. Summoned 8/10/83 Serve: State Dept. of Assess. Tax.)
- (6) 1983 Oct. 5 Pleas of Defendant filed.
- (7) 1983 Oct. 5 Answer in Opposition to Plaintiff's Motion for Summary Judgment & Affidavit in Opposition to Motion for Summary Judgment filed.
- (8) 1983 Oct. 13 Line filed. Re: Request for Trial Date
- (9) 1983 Nov. 2 Notice to Take Deposition filed.
- (10) 1983 Nov. 9 Case called for Hearing on Summary Judgment in Open Court before Judge Eugene M. Lerner. Counsel heard. Defendant's Attorney files entry of appearance (Hans Froelicher). Court denies motion for Summary Judgment. Counsel to prepare order. (Mr. Froelicher)
- (11) 1983 Nov. 14 Answers of Fred Pritt Building Co., Inc. to Plaintiff's Interrogatories and Exhibits filed.
- 12) 1983 Nov. 14 Order of Court filed...ORDERED, that Plaintiff's Motion for Summary Judgment be and hereby is denied. Copies mailed to Attorneys Warfield and DiCicco.
- 13) Nov. 23 Plaintiff's Exceptions to Defendant's Answers to Interrogatories, Points and Authorities filed.
- 14) 1983 Nov. 23 Request for Production of Document filed.
- 15) 1983 Dec. 14 Order of Court filed...ORDERED that Exceptions to Answers to Interrogatories Nos. 3, 8, 9, 13 and 14 are hereby sustained with fifteen (15) days granted to file amended answers; and it is hereby ORDERED that the Exception to Answer to Interrogatory No. 5 is overruled. (copies mailed to Messrs. Warfield and DiCicco by Judge's Secretary)

OVER

- (15a) 1983 Dec. 27 Response to Plaintiff's Request for Production of Documents filed.
 (16) 1983 Dec. 30 Defendant's Supplemental Answers to Interrogatories filed.
 (17) 1984 Jan. 5 Request for Subpoena Duces Tecum filed.
 (18) 1984 Jan. 5 Subpoena Duces Tecum issued and delivered to the Sheriff to be served.
 Sheriff's Return: (Charles Duvall) non est 1/12/84.
 (19) 1984 Jan. 6 Request for Subpoena Duces Tecum filed.
 (20) 1984 Jan. 6 Subpoena Duces Tecum issued and delivered to the Sheriff to be served.
 Sheriff's Return: (Fred Pritt) Non Est 1/11/84 In Ocean City
 (21) 1984 Jan. 26 Stipulation and Consent filed.
 (22) 1984 Feb. 2 Order of Court filed. ORDERED that judgment is hereby entered in favor of Bituminous Construction, Inc., Plaintiff, against Fred Pritt, Building Co., Inc. Defendant, to the amount of \$28,988.20 plus court costs (Copy to R. A. DiCicco, Esq., 2/7/84)

INDEXED IN JUDGEMENT INDEX

- (23) 1984 Apr. 11 Petition for Supplementary Proceedings filed.
 (24) 1984 May 8 Line filed. Re: Request for reissue of Supplementary Proceedings
 (25) 1984 May 8 Petition for Supplementary Proceedings and Interrogatories in Aid of Execution filed.
 (26) 1984 May 15 Order of Court filed.
 (27) 1984 May 17 Order of Court filed.
 (28) 1984 May 22 Two copies of Order of Court and Supplementary Proceedings together with Interrogatories in Aid of Execution delivered to the Sheriff to be served.
 Sheriff's Return: (Fred Pritt Building Co., Inc. Serve: Fred Pritt, Res. Agt.) non est 5/28/84 on vacation
 (29) 1984 June 21 Line filed. Re: Request for Reissue of Supplementary Proceedings
 (30) 1984 July 30 Order of Court filed.
 (31) 1984 Aug. 1 Two copies of Order of Court and Petition together with Interrogatories in Aid of Execution delivered to the Sheriff to be served.
 Sheriff's Return: (Fred Pritt Building, Co., Inc. could not contact Serve: Fred Pritt, Res. Agt.) non est 8/21/84

1988

19 ^{AGE} 843

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY, MARYLAND

CIVIL ACTION No. 88-01308

COUNSEL	TITLE	COSTS
Eliot Siskind 766-3750	RALPH E. PISANI vs. FRED PRITT BUILDING CO., INC. and BOARD OF COUNTY COMMISSIONERS FOR QUEEN ANNE'S COUNTY and ALL PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN PROPERTY LOCATED IN QUEEN ANNE'S COUNTY, FOURTH ELECTION DISTRICT	\$80.00 Clerk Re04420 10.00 Appr.

March 29, 1988 -- Complaint To Foreclose Rights Of Redemption and Exhibit 1 filed.

March 30, 1988 -- Order Of Publication filed. (CARTER) True copy delivered to Queen Anne's Record-Observer for publication and true copy mailed to Eliot Siskind, Esq.

March 30, 1988 -- Summonses issued for Fred Pritt Building Co., Inc. to Sheriff of Anne Arundel County for service and for Board of County Commissioners for Queen Anne's County to Sheriff of Queen Anne's County for service.

RALPH E. PISANI

Plaintiff

vs.

FRED PRITT BUILDING
CO., INC., et al.

* IN THE
* CIRCUIT COURT FOR
* QUEEN ANNE'S
* COUNTY

* Case No.:
* 88-01308

* * * * *

AMENDED STATEMENT OF INDEBTEDNESS
OF
FRED PRITT BUILDING CO., INC.

Principal amount of Judgement.....\$28,988.20

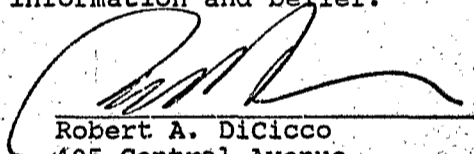
Interest from February 2, 1984

through April 15, 1988, at

per diem of \$8.05.....\$12,182.97

Total.....\$41,171.17

I do hereby affirm under the penalties of perjury
that the foregoing sum is due and owing by the
Defendant, Fred Pritt Building Co., Inc., to the
best of my knowledge, information and belief.


Robert A. DiCicco
405 Central Avenue
Towson, Maryland 21204

RECEIVED
CLERK, CIRCUIT COURT
1988 APR 20 PM 12:59
QUEEN ANNE'S COUNTY

RALPH E. PISANI

Plaintiff

VS.

FRED PRITT BUILDING
CO., INC., et al.

* IN THE

* CIRCUIT COURT FOR

* QUEEN ANNE'S
COUNTY

* Case No.:
* 88-01308

* * * * *

ORDER

Upon a review of the Motion to Intervene and the Exhibits attached thereto, it is this 10th day of May, 1988, by the Circuit Court for Queen Anne's County Ordered and Decreed that:

1. Bituminous Construction, Inc. be allowed to intervene in these proceedings as a party Plaintiff.

2. A lien in the amount of \$41,171.17 is hereby established in favor of the said Bituminous Construction, Inc. against such surplus as may remain with the Treasurer for Queen Anne's County after the payment of costs, expenses and the claim of the treasurer for unpaid taxes and;

3. It is further Ordered that the treasurer for Queen Anne's County shall pay to the Plaintiff, Bituminous Construction, Inc., from such surplus the sum of \$41,171.17 and a per diem of \$8.05 after April 15, 1988.

FILED

MAY 10 1988

CIRCUIT COURT
QUEEN ANNE'S CO.

Ernest H. Boyler
Judge

LIBR 19 PAGE 846

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 88-01308

STATE OF MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name FRED PRITT BUILDING CO., INC.

SERVE: FRED PRITT, Resident Agent

Address _____

513 Benfield Road
Severna Park, Maryland 21146

County _____

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached
Complaint filed by RALPH E. PISANI, 24 Thompson Creek, Stevensville, Maryland 21666
(Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued March 30, 1988

Marguerite W. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

Summoned 6/27/88

FEE \$ 15.00

RECEIVED
CLERK, CIRCUIT COURT
SHERIFF
1988 JUL -5 AM 9:51

William R. Higgins

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

1988 847

RALPH E. PISANI	*	IN	THE
Plaintiff	*		
VS.	*	CIRCUIT COURT	
FRED PRITT BUILDING CO., INC.	*	FOR	
AND	*	QUEEN ANNE'S COUNTY	
BOARD OF COUNTY COMMISSIONERS FOR	*		
QUEEN ANNE'S COUNTY, ET AL.	*	CIVIL NO. 88-01308	
Defendants	*		

* * * * *

MOTION FOR ENTRY OF ORDER OF DEFAULT

Ralph E. Pisani, Plaintiff, by Eliot Siskind, his attorney, moves pursuant to Rule 2-613(a) that an Order of Default be entered against the following:

- (a) Fred Pritt Building Co., Inc.
(Maryland Corporation)
Fred Pritt, Resident Agent, last known address,
513 Benfield Road, Severna Park, Maryland 21146
Service was obtained 6-27-88, time for answer has expired and no answer has been filed.
- (b) Board of County Commissioners for Queen Anne's County
Linda H. Talmatary, Clerk to County Commissioners
last known address is 208 N. Commerce Street
County Office Building, Centreville, Maryland 21617.
Service was obtained 3-31-88 and the time for answer has expired and no answer has been filed.

RECEIVED
CLERK, CIRCUIT COURT
1988 OCT -4 PM 1:51
QUEEN ANNE'S COUNTY

E. Siskind
Eliot Siskind, Attorney for
Plaintiff, Post Office Box 128
Glen Burnie, Maryland 21061-0128
766-3750

|| 19 848 ||

RALPH E. PISANI	*	IN	THE
Plaintiff	*	CIRCUIT COURT	
VS.	*	FOR	
FRED PRITT BUILDING CO., INC.	*	QUEEN ANNE'S COUNTY	
AND	*		
BOARD OF COUNTY COMMISSIONERS FOR	*	CIVIL NO. 88-01308	
QUEEN ANNE'S COUNTY, ET AL.	*		
Defendants	*		
* * * * *	*	* * * * *	

ORDER OF DEFAULT

Let the Order of Default be entered as prayed this _____ day of _____, 1988.

JUDGE

Centre ville, Md. 4/20 19 88

We Hereby Certify

That the annexed advertisement of Imp. 2.28 acres was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 10th day of June 19 88.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 6th day of April 19 88, and the last insertion on the 20th day of April 19 88.

Publishers, Record Observer

Per Betty M. Comegys
CLERK, CIRCUIT COURT

1988 OCT 13 AM 8:37
QUEEN ANNE'S COUNTY

NOTICE

ELIOT SISKIND, ATTORNEY
95 Aquahart Row, Suite 215
Post Office Box 128
Glen Burnie, Maryland 21061-0128
IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
CIVIL NO. 88-01308
RALPH E. PISANI
24 Thompson Creek
Stevensville, Maryland 21668
Plaintiff

VS.

FRED PRITT BUILDING CO., INC.
(Maryland Corporation)
SERVE: FRED PRITT, Resident Agent
513 Benfield Road
Severna Park, Maryland 21146
and

BOARD OF COUNTY COMMISSIONERS FOR
QUEEN ANNE'S COUNTY
SERVE: LINDA H. PALMATARY, CLERK TO
COUNTY COMMISSIONERS
208 N. Commerce Street
County Office Building
Centre ville, Maryland 21617
and

ALL PERSONS HAVING OR CLAIMING TO HAVE
AN INTEREST IN PROPERTY LOCATED IN
QUEEN ANNE'S COUNTY, FOURTH ELECTION
DISTRICT, DESCRIBED AS FOLLOWS:

Defendants

Imp. 2.28 acres, S/Thompson Shore Rd., S/US
Rt. 50

ORDER OF PUBLICATION

The object of these proceedings is to secure the foreclosure of all rights of redemption in and to the following described property located in Queen Anne's County and sold on May 20, 1986, by William H. Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, to Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate, and assessed and described on the Books of Assessments and Taxation as follows: Imp. 2.28 acres, S/Thompson Shore Road, S/US Rt. 50, Fourth Election District, Queen Anne's County, Maryland

That the aforementioned and described real estate has not been redeemed by any party in interest.

It is thereupon this 30th day of March, 1988, by the Circuit Court for Queen Anne's County, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Queen Anne's County, once a week for three successive weeks, warning all persons interested in said property, to be and appear in this Court by the 10th day of June, 1988, and redeem the property and answer the Complaint, or thereafter a final judgment will be entered foreclosing all rights of redemption in the property, and vesting in Plaintiff a title free and clear of all encumbrances.

Clayton C. Carter, Judge

True Copy, Test

Marguerite W. Mankin, Clerk

By: Betty M. Comegys, Deputy Clerk

RB-4-0-31-04

19 850

RALPH E. PISANI

Plaintiff

VS:

FRED PRITT BUILDING CO., INC.

AND

BOARD OF COUNTY COMMISSIONERS FOR
QUEEN ANNE'S COUNTY, ET AL

Defendants

IN THE
CIRCUIT COURT

FOR
QUEEN ANNE'S COUNTY
CIVIL NO. 88-01308

* * * * *

FINAL JUDGMENT FORECLOSING EQUITIES
OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Order of Publication heretofore issued herein has been duly published in the Record Observer, a newspaper of general circulation in Queen Anne's County, as prescribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to Fred Pritt Building Co., Inc. and sold to the Plaintiff on the 20th day of May, 1986, for non-payment of taxes due and in arrears.

And it appearing that the Defendants, Fred Pritt Building Co., Inc. and Board of County Commissioners for Queen Anne's County, have been duly served with process.

And it appearing that the Defendants, Fred Pritt Building Co., Inc. and Board of County Commissioners for Queen Anne's County, have not entered their appearance herein, filed an Answer in these proceedings, or proceeded to redeem herein. It is therefore, by the Circuit Court for Queen Anne's County, this 13th day of

October, 1988.

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CLERK, CIRCUIT COURT
1988 OCT 13 AM 9 03
QUEEN ANNE'S COUNTY

LWR 19-851

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants, Fred Pritt Building Co., Inc and Board of/Commissioners for Queen Anne's COUNTY Maryland, and all the unknown successors, alienees, assignees and devisees of any of the aforementioned Defendants, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed; and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on May 20, 1986, for non-payment of taxes, to wit:

Fourth Election District, Queen Anne's County Maryland, described as Imp. 2.28 Acs, S/Thompson Shore Road, S/US Route 50, and sold to Plaintiff under Certificate of Sale dated May 20, 1986.

free and clear of all alienations and descents of said property occurring prior to this Judgment and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject; and

IT IS FURTHER ORDERED that the Treasurer of Queen Anne's County, as the Collector of State and County taxes, excute and deliver to Ralph E. Pisani, Plaintiff in these proceedings a Deed of Conveyance in fee simple to the aforesaid parcel of land upon payment by the Plaintiff to the said Controller, such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, and

IT IS FURTHER ORDERED that the Supervisor of Assessments enroll Plaintiff as fee simple owner of the above described property; and

IT IS FURTHER ORDERED that Plaintiff pay the costs of these proceedings.

Cayton C. Carley
JUDGE